

The Solicitors' Journal.

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CONTENTS.

CURRENT TOPICS	383
LIABILITY FOR THE ACTS OF ANIMALS	385
THE CONVEYANCING BILL	386
REVIEWS	387
CORRESPONDENCE	388
NEW ORDERS OF THE WEEK	389
CASES OF THE WEEK:—	
Ex parte Armitage	389
Ex parte Emmanuel	390
Ex parte Snowden	391
In re Ireland	391
Earl De La Warr v. Miles	391
Guebert v. Moir	392
Re Fennecott, Fennecott v. Proudfoot	392
Mellish v. Rose	392
Rosser v. The Pontypridd and Caerphilly Railway Company	392
CASES BEFORE THE BANKRUPTCY REGISTRARS:—	
Ex parte Tilly, Be Weld	393
Re Slattery	393
Re Dummere	394
SOLICITORS' CASES	394
LEGAL APPOINTMENTS	394
COMPANIES	395
COURTIER	395
OBITUARY	395
CREDITORS' CLAIMS	396
LEGISLATION OF THE WEEK	397
LONDON GAZETTES, &c., &c.	397

CASES REPORTED IN THE WEEKLY REPORTER.

Bewicke v. Graham (App.)	436
Carter v. James (Ch. Div. V.C.M.)	437
Cooper, In the Goods of (Prob. Div.)	444
Cooper v. Laroche (Ch. Div. V.C.M.)	438
"Craig," The (Adm. Div.)	440
Darford v. McNulty (App.)	437
Durrant v. Ecclesiastical Commissioners for England and Wales (Ex. Div.)	443
Fuller, Ex parte. In re Long (Bkcy.)	448
Gathercole v. Smith (App.)	434
Goffin v. Donnelly (Q.B. Div.)	440
Halpin (otherwise Boddington) v. Boddington (Div. Div.)	444
Hastings v. Hurley (Ch. Div. Fry, J.)	440
Lacey, Mary Geraldine, In re, an Infant (C.P. Div.)	442
Payne v. Fern (Q.B. Div.)	441
Queen, The, on the Prosecution of the Mayor, Aldermen, and Burgesses of St. Helen's v. Gibbon and another, Justices of Lancashire (Q.B. Div.)	442
Queen, The v. The Mayor, Aldermen, and Burgesses of Exeter (Q.B. Div.)	441
Shearn, In the Goods of (Prob. Div.)	445
Tennant, In re. Prosser v. Mossop (Fry, J., for V.C.M.)	439
Watson v. Cave (App.)	433
Whiting, In re, to Loomes (App.)	435

CURRENT TOPICS.

THERE IS NO FOUNDATION for the rumour that the vacant judgeship in the Chancery Division was offered to Mr. DAVEY, Q.C.

ON SATURDAY LAST Vice-Chancellor MALINS resigned his position as a judge of the High Court. His lordship will be followed into his retirement by many good wishes and kindly recollections.

IT IS UNDERSTOOD that it has been arranged among the Chancery Registrars that the registrar on the rota for attendance up to Easter on Vice-Chancellor MALINS, will until that time attend the court of Mr. Justice FRY.

WE PRINT ELSEWHERE the Order by which the arrangements for the transfer of the chief clerks and causes of Vice-Chancellor MALINS to Mr. Justice FRY has been

carried out. All the causes and matters temporarily transferred to the latter learned judge by the order of the 2nd of March, and all causes and matters since marked for Vice-Chancellor MALINS, are transferred to Mr. Justice FRY, and are to be marked with his name.

THE ROOMS in the Royal Courts of Justice allotted to the Chief Clerks of the Master of the Rolls are understood to have been objected to by his lordship, on the ground that they did not afford adequate accommodation, and it is anticipated that other rooms in a different part of the building will be set apart for this purpose. If so, the removal of the chambers of the Master of the Rolls will probably not take place till the Whitsun vacation.

THE CENTRAL HALL of the Royal Courts of Justice is now in a stage of considerable architectural interest. The placing in position of the vaulted stone roof is about to be commenced; the elaborate and massive scaffolding necessary for this purpose being in active progress. As all the stones for the vaulting are already prepared and marked, this almost unique roof is expected to be completed in about three months.

MR. JUSTICE FRY having succeeded to the whole of the causes and matters marked for Vice-Chancellor MALINS, in addition to those previously transferred to him, for hearing only, from other judges of the Chancery Division, some difficulty is understood to have arisen in arranging the business so as to reconcile the interests of the leaders hitherto attached to the courts of the Vice-Chancellor and the Justice. It is anticipated that the difficulty will be solved by the issue of a new order, when Mr. Justice FRY's successor has been appointed, transferring all causes and matters previously transferred to Mr. Justice FRY for hearing only, and not already heard, to his successor.

IT IS IN CONTEMPLATION to place either in the Royal Courts of Justice or in some other appropriate building, a memorial to the late Sir WILLIAM ERLK, for many years Lord Chief Justice of the Common Pleas. The movement, we believe, had its origin in the desire of personal friends of the late judge to testify their regard for his memory; but it was found that very many members of the legal profession desired to take part in this expression of esteem for one of the noblest characters that ever lent dignity to the administration of justice. A committee, composed of the Lord Chancellor, several late and present occupants of the bench, and some distinguished members of the bar, was accordingly formed to receive and apply subscriptions. The form of the memorial will depend on the sum which may be subscribed, but we believe that the present intention is to provide a marble bust of the late Chief Justice.

THE HISTORY of recent attempts at bankruptcy legislation is somewhat monotonous. Early in the session a big drum is beaten, and the commercial world wake up to hear the announcement that the bankruptcy stable is now going to be thoroughly cleansed. The Bill is introduced; there is a little excitement among the Chambers of Commerce; perhaps a few

deputations wait upon the Minister in charge of the Bill, and then every one goes to sleep again till near the end of the session, when the "state of public business" inevitably calls for the sacrifice of the measure. If any one doubts the truth of this description, let him look at the volumes of HANSARD for the last five years. Since Lord CAIRNS introduced his Bankruptcy Bill in the House of Lords in 1876 (which expired before it reached the stage of Committee) we have had a Government Bankruptcy Bill each year. In 1877 the Bill was introduced in the Lords; in 1878 it was introduced in the Commons, and in 1879 again in the Lords; but notwithstanding that in the course of the session everything was thrown overboard which could be dispensed with, and the Bill was reduced to a mere amendment of the existing Act, it failed to pass into law. In 1880 the Bill was cast on the troubled waters of the House of Commons; it struck on the rocks of a Select Committee, and sank with the Parliament. In the short session which followed the dissolution, the Government, as the Attorney-General said, "had not had sufficient time to bring in a Bill on this subject." The customary announcement, however, was made at the commencement of the present session, and the public were informed that a new department had taken charge of the Bankruptcy Bill. Here we are, however, nearly at Easter, with an Irish Land Bill hovering before us, and there is no indication as yet of the appearance of Mr. CHAMBERLAIN'S measure.

THE PRESENT AGITATION for the election of ladies as guardians of the poor, and the recent deputation to Mr. DONSON upon that subject, have drawn attention to the question as to what public offices may be filled by women. As regards the office of guardians of unions, there appears to be no express provision to exclude them, since the 4 & 5 Will. 4, c. 76, s. 38, simply provides that the guardians shall all be elected by the ratepayers, and that the Poor Law Commissioners shall fix a qualification, without which no "person" shall be eligible, while by section 109, "person" includes "any body politic, corporate, or collegiate, aggregate or sole, as well as any individual." In *Hez v. Stubbs* (2 T. R.) the Court of King's Bench held that a woman could be appointed an overseer of the poor if she was a "substantial householder" within the 43 Eliz. c. 2. Again, *Olive v. Ingram* (2 Strange, 1114) decided that a woman is capable of holding the office of sexton, "there having been many cases where offices of greater consequence have been held by women, and there being many women sextons now in London." Among instances of these "offices of greater consequence" it appears that Lady PACKINGTON was returning officer for the borough of Aylesbury, while the Countess of PEMBROKE, as hereditary Sheriff of Westmoreland, sat on the bench beside the judges of assize. Again, in an *Anonymous case* (2 Lord Raym. 1014), the Court of Queen's Bench held that the appointment of a woman as governor of Chelmsford Gaol was good; and it is stated in "Callis on Sewers" (4th ed.), 253, that women are eligible to serve as Commissioners of Sewers.

A DREARY STAGE of the lengthened litigation in *Commissioners of Works and Public Buildings v. Angus* was reached on Thursday last week, when six out of the seven learned judges who had heard the re-argument of the case attended for the purpose of delivering their answers to the five questions propounded to them. Unfortunately, the case was not fixed till two p.m., and the opinions were so long that those read last had to be delivered with extreme rapidity in order to prevent the meeting of the House for ordinary business from being delayed. Some of the learned judges were scarcely audible, and it is impossible to give the result of their deliberations until their opinions have been printed, but there was a consider-

able divergence of opinion upon several of the points. The ceremony was not quite so imposing as might have been wished. Mr. Justice FAY'S plain black gown looked rather sombre beside his colleagues from the Queen's Bench Division, who appear to have followed the "solemn decree and rule" dated the 4th of June, 1635, which provided (*inter alia*) that "when the judges go to the council-table, or to any assembly of the Lords in the afternoon in term time, they ought to go in their robes of violet or black, faced with taffeta, . . . and with tippets and scarlet hoods pinned near the left shoulder." Lord COLERIDGE, who temporarily occupied the Lord Chancellor's place on the woolsack, attended as a peer, and not as a judge, and therefore appeared in the frock-coat of domestic life.

THE SECOND CLAUSE of Mr. DAVEY'S Leases Bill provides that "where there is a proviso for re-entry or other stipulation by way of forfeiture for breach of any covenant or engagement that any assignment or underlease shall be prepared or made by or under the direction of the lessor's solicitor, or any particular solicitor or person, no effect shall be allowed or given to the proviso or stipulation. Provided that, in case of an assignment, notice in writing is given to the lessor within three months after the making of the assignment, specifying the name, residence, and occupation of the assignee, and the date of the assignment." The necessity for some such provision as this to put an end to the charges levied on the public for the benefit of clerks of city companies and others, may be gathered (if any evidence is necessary) from some facts furnished by a correspondent as having lately come under his notice. "In one case," he says, "the lease contained the usual covenant that all assignments and underleases should be prepared by the persons specified. Upon an underlease taking place these persons were applied to to waive their right to prepare the underlease, and as the circumstances were special they consented to do so on receiving £8 8s. for looking through the draft underlease—a fine on the lessee from which, of course, the lessors derived no benefit. Another case was that of a lease by one of the city companies, which provided 'that all deeds and other writings and agreements, to be made at any time during the term thereby granted, for or concerning the underletting, settling, mortgaging, assigning, or disposing of the said demised premises, or any part thereof, by the lessee, his executors, administrators, and assigns, or their, or any of their, estate, interest, or term of years therein, should either be made, drawn, or written by the clerk of the said—for the time being at the expense of the parties requiring the same, or if any such settlement, mortgage, lease, or assignment of the said premises, or any part thereof, should be made by any other person than such clerk for the time being, then, and in such case, the lessee, his executors, administrators, and assigns should, from time to time, as the case should require, forfeit for the use of such clerk the full sum of £5 5s. of lawful British money.' The lease further required in this latter event a full abstract of any of the before-mentioned documents to be left with the clerk within ten days of their execution; and, in order that the architect should share in the profit, it provided that unless the company's architect was employed, he should be entitled to a sum of several hundreds of pounds. Your readers will notice that in this latter case the pretence that the company will derive any benefit from the covenant is dropped, and it is frankly stated that the penalty is to be for the use of the clerk. In the third and last instance I shall mention a lease granted by a city company contained a covenant worthy of the great Pecksniff himself in its disinterested tone. It ran as follows:—'And to the intent that the said—might from time to time better know the tenants or occupiers of the premises thereby

demised, that all and every underlease, or underleases, assignment, or assignments, mortgage, or other transfer of the said premises, or any part thereof (except only by will), should be made or prepared and engrossed by the clerk of the said company for the time being, or by his procurement, at the reasonable cost and expense of the lessee, his executors, administrators, and assigns."

THE DECISION in the case of *Guebert v. Moir*, of which a note will be found in another column, will be received with some relief by solicitors. Vice-Chancellor MALINS had held that a managing clerk had a general authority to give a personal undertaking by his principal to pay a sum of money as security for costs in an action. The result of the affirmance by the Court of Appeal of this doctrine—which would in point of fact enable a managing clerk to pledge his principal's credit to any extent in matters collateral to the conduct of actions—would have been very serious, but happily the court have decisively rejected it, and have laid it down that, unless a managing clerk has a special authority from his principal, he cannot bind his principal by a personal undertaking to pay a sum as security for costs.

THE FOLLOWING is a list of the new Queen's Counsel, with their respective years of call to the bar:—Two members of the Probate and Admiralty Bar—Mr. E. C. CLARKSON, 1854, and Dr. T. H. TRISTRAM, 1855; two members of the Parliamentary Bar—the Hon. E. CHANDOS LEIGH, Hilary, 1859, and Mr. H. C. SAUNDERS, Easter, 1859; and one member of the North-Eastern Circuit—Mr. JOHN FORBES, 1862.

LIABILITY FOR THE ACTS OF ANIMALS.

THE case of *Manzoni v. Douglas* (29 W. R. 425, L. R. 6 Q. B. D. 145) raised a point which we have sometimes heard discussed, but as to which there never, as it seemed to us, could be much doubt. In that case a horse, drawing a brougham in a public street, suddenly bolted without any apparent cause, and, notwithstanding the utmost efforts of the driver to control him, swerved on to the pavement and injured the plaintiff. It was held that on these facts an action would not lie against the owner of the horse. It seems to have been contended by the counsel for the plaintiff that there was sufficient evidence of negligence to go to the jury, and to call for rebuttal on the part of the defendant. And he relied on the cases of *Byrne v. Boadle* (2 H. & C. 722) and *Scott v. London Dock Company* (3 H. & C. 596.)

It is difficult to conceive of cases more entirely distinct in principle than those cases and the case under discussion. In one of those cases a barrel of flour, and in the other a bale of goods, while under the management of the defendant or his servant, fell upon the plaintiff and injured him. The tumbling of an inanimate thing into the street is, as it seems to us, *per se* some evidence of negligence on the part of somebody which calls for explanation, because an inanimate thing cannot move of its own accord, and the person having charge of the thing is therefore *prima facie* responsible. The case is altogether different where an animal is concerned, which has volition and a power of independent action of its own. In the former case the action of the person in charge would be (except when the agency of any stranger came into play) one of the causes of the motion of the inanimate object. I leave a cask on its side on an upper floor of a warehouse, thinking it in a safe position and not likely to move. The vibration caused by a passing wagon, or a draught of wind, or some movement of its contents by force of gravitation, or some such cause, sets

the barrel rolling, and it rolls out of the upper floor into the street and damages somebody. Clearly there is *prima facie* evidence of negligence here. My action in leaving the barrel so placed that it could roll out was one of the causes of the motion of the barrel. In the case of the horse, the animal's motion when it bolts, as in the case supposed, is entirely the result of its own volition; it is motion which is started by an entirely new and incalculable factor.

Of course, there are cases where the question of negligence may arise, though the damage is the result of the volition of animals. If the known character of the animal is such that mischief that arises may be expected and foreseen, of course the duty of using a greater amount of precaution to prevent it may arise. A man driving a vicious bull along a street, or letting a dog of known bad character be at large, cannot rely on the fact that the damage was done by the animal *sua sponte*. So in the old case of *Mitchell v. Alestree* (1 Vent. 295), where the defendant took an unbroken horse into Lincoln's-inn-fields for the purpose of breaking the horse, and the horse was so unruly that he broke from the defendant and ran over the plaintiff, the defendant was held liable. The question will always arise in cases with regard to animals, whether there is any negligence in the use of the animal for the purposes for, and under the circumstances in, which it was used, having regard to the character of the animal. This must be a matter of degree. As to the use of an unbroken horse in a crowded public thoroughfare, there could be little doubt. If a horse which, though broken, could be proved to be of a very restive character, were taken into a similar place, a more doubtful question might arise. But with regard to horses of ordinary temperament, constant experience shows that there is little danger from the use of them, and it is, therefore, a reasonable use of the highway to employ them for traffic. In the case of *Manzoni v. Douglas* there was nothing to show that there was anything peculiar about the character of the horse, as, for instance, that it had, within the knowledge of its owner, bolted on previous occasions without any, or with very slight, provocation. It seems to us clear that the law is as we state it, and that it recognizes the distinction between dangerous animals and animals that are not dangerous—i.e., animals whose nature is to do mischief, and harmless animals. Among dangerous animals are reckoned particular members of a species generally harmless which, by reason of their individual character known to their owner, are dangerous, as, for instance, a dog accustomed to bite men.

Again, the qualities "dangerous" and "harmless" must necessarily be considered with relation to the ordinary circumstances under which the use of the animal takes place. A horse driven in harness, or led, or ridden, is ordinarily a harmless creature, but a person who lets a horse stray in the streets unattended would be responsible for mischief naturally arising from such an act, because a horse is not harmless under those circumstances. Again—to resort to a proverbial illustration—we doubt whether the law considers a bull a dangerous animal of necessity, but if a person introduced a bull into a china shop he would obviously be responsible for the mischief occasioned, because a bull is not an appropriate animal inside a china shop.

This last illustration, however, may possibly be supposed to depend upon the law of trespass, and herein we may note a curious distinction of law. Indeed, we are not a little puzzled sometimes by the law of animals, and doubt whether it can be reduced to an altogether logical basis. A man, it would appear, is absolutely liable in trespass for the act of his beast, such as a bullock, in trespassing on a neighbour's land, apart from any question of negligence. In other words, he is bound to keep his animal in. Therefore I am liable for the spontaneous act of my animal if he trespass against my neighbour's land, but not if he trespass against my neighbour's person, unless I by negligence have con-

duced to the latter mischief. This may seem at first anomalous. It might be urged that if the owner of an animal is bound *suo periculo* to prevent that animal from trespassing on another's land, he ought to be bound likewise—seeing that he keeps and uses the animal for his own advantage—to keep the animal from running up against a person in the street. The answer, as it seems to us, is that there is a radical difference between the case of trespass to a person's land, or to himself when upon his own land, and to himself when using the highway. It seems to us probable that if a man's animal trespassed on another's land, and when upon that land injured his person or property, it might be held that the owner would be liable for the trespass, both to the land and to the goods or person, if the case were based in argument on this distinction; but the highway is for the reasonable use of all persons according to the ordinary practice and usages of life and business, and a man using it takes a certain amount of risk of accident, whereas he is entitled to a more absolute security on his own land.

We have been dealing rather with acts done by animals not induced by any apparent external cause, but the question may give rise to difficulty, how far and under what circumstances any liability rests upon the owner of an animal which does an act, being impelled thereto by unusual circumstances of which the owner is not the cause. Take, for instance, the case of a horse frightened by a fire and running away. Perhaps a fire is to be considered as a reasonable cause for any animal's running away; but take some small cause such as would only make a very spirited or nervous horse run away, then a more difficult and complex question arises—viz., as to whether it was negligence to bring such an animal into the place where he was being used, in the sense that, if any mischief arises, the owner ought to pay for it. These are questions of much nicety, and largely questions of degree. We do not think that there has ever been much attempted by way of systematizing the law with regard to these subjects and others of a similar nature, and perhaps it is impossible to do so. The above observations have, however, occurred to us on reading the report of the case that has formed our text.

THE CONVEYANCING BILL.

V.—AS TO LEASES.

We now return to the clauses relating to leases. The object of clauses 13 and 14 appears to be to amend and enlarge the provisions of 32 Hen. 8, c. 34. That statute, which gives grantees of the reversion the same remedies against lessees as the lessors had, and lessees the same remedy against grantees of the reversion as they might have had against lessors, relates only to grants *by deed* of the reversion, and to covenants and agreements running with the land.

Clause 13 of the Bill proposes to remove these restrictions as to the remedy of reversioners, by providing that "rent reserved by a lease [should not "lease" be defined in the definition clause?], and the benefit of every covenant or provision therein contained, having reference to the subject-matter thereof, and on the lessee's part to be observed or performed, and every condition of re-entry and other condition therein contained, shall be annexed and incident to and shall go with the reversionary estate in the land, or in any part thereof, immediately expectant on the term granted by the lease, notwithstanding severance of that reversionary estate, and shall be capable of being recovered, received, enforced, and taken advantage of by the person from time to time entitled, subject to the term, to the income of the whole or any part, as the case may require, of the land leased."

Clause 14 proposes, in like manner, to make the obligations of all lessor's covenants run with the reversion.

Clause 15 extends the provisions of 22 & 23 Viet. c. 35, s. 3. Under that section, where the reversion upon a lease is severed, and the rent legally apportioned, the assignee of each part of the reversion is, in respect of the apportioned rent, to be entitled to the benefit of all conditions or powers of re-entry for non-payment of the original rent, as if such conditions or powers had been reserved to him as incident to his part of the reversion, in respect of the apportioned rent allotted or belonging to him. Clause 15 of the Bill provides that, "notwithstanding the severance by conveyance, surrender, or otherwise, of the reversionary estate in any land comprised in a lease, and, notwithstanding the avoidance or cesser in any other manner of the term granted by a lease as to part only of the land comprised therein, every condition or right of re-entry, and every other condition contained in the lease, shall be apportioned, and shall remain annexed to the severed parts of the reversionary estate as severed, and shall be in force with respect to the term whereon each severed part is reversionary, or the term in any land which has not been surrendered, or as to which the term has not been avoided, or has not otherwise ceased, in like manner as if the land comprised in each severed part, or the land as to which the term remains subsisting, as the case may be, had alone originally been comprised in the lease." The operation of the sections to which we have referred above is restricted to leases made after the commencement of the Act.

The next clause provides that in the case of a lease made under a power contained in a settlement, or conferred by Act of Parliament or otherwise, any preliminary contract for or relating to the lease shall not form part of the title, or evidence of the title, of any person to the lease, and clause 17 (as we have before mentioned) supplies the omission from the Vendor and Purchases Act, 1874, of any provision with reference to the non-requirement of the title to a leasehold reversion on a contract to grant a lease for a term of years.

We now come to the clause relating to forfeiture. The general nature of this provision we have often explained. The lessor is not to enforce a forfeiture until he has served on the lessee a notice specifying the breach complained of, and if the breach is capable of remedy, requiring the lessee to remedy the breach, and in any case requiring the lessee to make compensation in money for the breach, and the lessee has failed within a reasonable time thereafter to remedy the breach if it is capable of remedy, and to make reasonable compensation in money, to the satisfaction of the lessor, for the breach. It has always appeared to us to be desirable to give to the parties the opportunity of settling the matter without resorting to the court, but we confess that there is force in the objection urged to this provision, that there are cases where summary enforcement of rights under the proviso for re-entry is extremely important to the lessor. This objection might easily be obviated, however, by the insertion of words providing that in such cases the lessor might, upon summary application to the court, obtain leave to enforce the forfeiture without giving any previous notice.

The next paragraph of the clause resembles that contained in Mr. Davey's Bill, to which we last week referred. It provides in effect for application by the lessee for relief in case the lessor is proceeding to enforce the forfeiture, and enables the court to grant such relief on such terms as the court thinks fit. The clause expressly covers the case of an underlease, also that (to which a correspondent referred last week) of a grant at a fee-farm rent, and also applies to cases where the proviso of re-entry is inserted in the lease in pursuance of the directions of an Act of Parliament.

We have never been able to see any sufficient reason for exempting from the operation of this provision (as is done in the Bill) forfeitures for breaches of covenants against assigning, underletting, or parting with the possession of the premises. There can be no doubt that

the proviso for re-entry with reference to these covenants is sometimes used as a means of extorting money, and we should have thought that the court might be trusted so to use its power of relieving against forfeiture as not to defeat the proper object of the covenant, which is to secure to the lessor satisfactory and responsible occupants of the premises. The operation of the relief clause is also denied to conditions for forfeiture on bankruptcy, or taking in execution, and, in the case of a mining lease, to the breach of a covenant or condition for allowing the lessor to have access to or inspect books, &c., or to enter or inspect the mine or workings. The law relating to re-entry or forfeiture or relief in case of non-payment of rent, is not to be affected by the new provision.

Of course, if the provisos above mentioned became law, the sections of Lord St. Leonards' Act, and section 2 of the Common Law Procedure Act, 1860, relating to relief against forfeiture for breach of covenants to insure, will become unnecessary, and it is proposed to repeal them.

REVIEWS.

ALTERNATIVE RELIEF.

ALTERNATIVE RELIEF. By ALBERT GORDON LANGLEY, Barrister-at-Law. Butterworths.

We cannot say we think that this essay was worth publishing. It seems to us that the author has chosen an almost impossible subject. He has perhaps succeeded as well as was possible, but, in our opinion, no great measure of success was to be hoped for. The essay is little more than a string of cases hung together by the slenderest threads, and in some cases by no perceptible threads at all. Some matters are hardly capable of being reduced to rules or propositions. Cases often occur no doubt, both in pleading and in the conduct of business in court, when a question arises as to the expediency of putting forward alternative cases, and as to the best way of shaping such alternatives; but in the nature of things these questions are not soluble according to any fixed rules or doctrines. The data for their solution vary indefinitely according to the facts of each case. The only rules that can be laid down on such a subject are so obvious that they are not worth while enunciating as scientific propositions.

Let us take, for example, some of the rules that in conclusion the author deduces from the authorities. The first is that, "subject to certain regulations, alternative relief may be asked, and several causes of action may be joined, in the same statement of claim." This, as we understand them, the rules say in so many words. The third is that "the same rules of pleading which prevailed under the old law prevail now, unless there is anything in the Judicature Act or in the orders or rules which prevents it." Similarly, it needed no magician to tell us that. From this last proposition the author deduces—(1) "A plaintiff must recover *secundum allegata et probata*, particularly in cases of fraud." (2) He may not "hover between two inconsistent alternatives not distinctly averring either." (3) "He may always state the actual facts, and ask the court to draw one conclusion of law from them or another, even although the conclusions might be inconsistent," and various other similar propositions. These supposed rules or propositions are obviously mere truisms, yet for each of them cases are cited, all the somewhat complicated facts of these cases being given, and copious extracts from the judgments. Remarks that in a judgment are very appropriate as showing the grounds on which the judge is deciding the particular case, are mere twaddle when they are solemnly reported and afterwards inserted in a treatise as the enunciations of novel and important propositions. There are many very

well known, and indeed obvious, principles or propositions of law and reason which a judge frequently expresses in the course of a judgment, proceeding then to show how the facts of the case bring it within such and such a principle or proposition. The interest or value of the decision as a precedent, if any, lies in the illustration which the facts afford of the application of the principle; but there are many principles of such general and various application that their application does not afford fitting subjects for reports or legal treatises. We have often observed with regret how prevalent the tendency is to report cases which, for the reasons above given, are not worth reporting; and we observe with similar regret the tendency to manufacture treatises by stringing together long extracts from the judgments in such cases.

We are sorry to speak in other than favourable terms of this essay, but we do not attribute any blame to the author except in the choice of his subject. We believe he has done his best with his materials. We do not think the work could be better done, but we do not think it can be well done at all. The truth is that novel legal subjects are very hard to obtain now, but if an author will endeavour, for the sake of a taking title, to construct a treatise out of impossible materials, the result cannot be successful, whatever the author's talent or painstaking.

INTERPLEADER AND ATTACHMENT OF DEBTS.

INTERPLEADER AND ATTACHMENT OF DEBTS. By MICHAEL CARADE, Barrister-at-Law. W. Maxwell & Son.

The author admits that there is no such connection between the two subjects dealt with in the pages of his work as rendered it necessary to combine them in the same volume, but he pleads that nevertheless practical, if not logical, considerations may afford a justification for treating the two subjects together. We do not think any justification is much needed. Both are useful subjects, and the treatise on each of them might have hardly sufficed to make a book of sufficient size by itself. The author does not deal with the practice of interpleader as it existed in the Court of Chancery prior to the Judicature Act. In his introduction, indeed, he inclines to the view that the effect of ord. 1, r. 2, is to abolish such practice, and to make the common law practice under the Interpleader Acts solely applicable in all divisions of the High Court of Justice. He admits, however, that there is a difference of opinion in the profession on this subject, and in the addenda he refers to the case of *Hamlyn v. Beteley* (L. R. 6 Q. B. D. 63), and the remarks there made by the Lord Chancellor, as perhaps somewhat in favour of the view that the old chancery practice of interpleader is not abolished, and that an action of interpleader would still lie. We agree with the author that it is somewhat difficult to reconcile this view with the words of ord. 1, r. 2, but if it be correct it does not seem to us to detract from the usefulness of his work. The book refers very fully to the decisions, and seems to be one which will prove useful to anyone having occasion to deal with the subjects of which it treats. A doubt may be suggested as to the necessity for these small works treating of some isolated matter of practice which is almost as fully dealt with in the works on practice in general. But, on reflection, we think that these works are undoubtedly useful. They give the latest authorities on the particular subject. Editions of a heavy work on practice in general are only brought out at considerable intervals.

MAGISTERIAL SYNOPSIS.

ONE'S MAGISTERIAL SYNOPSIS: A PRACTICAL GUIDE FOR MAGISTRATES, THEIR CLERKS, SOLICITORS, AND CONSTABLES, &c. THIRTEENTH EDITION. By THOMAS WILLIAM SAUNDERS, Esq., Barrister-at-Law, Metropolitan Police Magistrate. Two volumes. Butterworths.

The passing of the Summary Jurisdiction Act, 1879,

adds considerable interest to the new edition of this standard book. Mr. Saunders, who has already dealt with the Act in a separate work, has inserted its provisions in the appropriate places, and has prefixed to the synopsis of offences a salutary caution to magistrates' clerks to bear in mind the discretionary power conferred by the Act to mitigate or alter the incidents of imprisonment or fine. We can only hope that justices and their clerks will follow Mr. Saunders' advice, and "commit to memory their discretionary powers, so as to be perfectly familiar with them, with a view to their adoption when such a course may be deemed desirable." We should have thought it would have been better, however, in addition to this caution, to insert at the head of each of the columns of the synopsis relating to the penalty the words "See S. J. Act, ss. 4—8." The other Acts relating to the criminal law which have been passed since the last edition are duly noted up, and we have not missed any decisions, but we must protest against the imperfect references which are given to the different series of current reports. In a work of this kind the references should either be to the so-called authorized reports, with a table prefixed enabling the reader to find for himself the corresponding volume in all the other series of reports; or references should be given to all the series of reports. Mr. Saunders in general appears to take neither of these courses, and does not usually refer to either the *Law Reports* or the *WEEKLY REPORTER*.

CORRESPONDENCE.

SECOND MORTGAGES.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I read the case referred to by your correspondent at page 369, when reported, and I failed to understand why the judge should take it for granted that a mortgage ought to contain a clause requiring notice before sale. No doubt the printed forms, and also mortgages prepared in conveyancers' chambers, do contain such a clause, but the practice amongst solicitors is not uniform. I have prepared a large number of mortgages, first and second, without such a clause, and I know that the lithographed form of mortgage used in two country offices, counties apart, does not contain such a clause. Of the whole number of mortgages executed, by far the greater part are prepared by solicitors, and on a question of this sort their practice should be considered in deciding what is usual. In 1840 the power of sale itself does not appear to have taken its place as a usual clause. When, therefore, did the notice clause become usual, and binding on solicitors to insert? *Perhaps* soon after that date; and yet Mr. Davidson thought so little of the clause that in the first edition of his "Concise Conveyancing," published in 1845, he inserted, at page 87, a note to the clause that "this proviso is in most cases of little practical value, and may be omitted." This note is contained in the last edition of the work (the eleventh), recently published. Mr. Davidson's opinion on such a point is certainly not entitled to less weight than that of the judge who tried the case in question.

A SOLICITOR.

THE LEASES BILL.

[To the Editor of the *Solicitors' Journal*.]

Sir,—I would venture, in spite of your apparent approval of the power to relieve against re-entry under power in lease (see p. 365), to remark that the remedy may press unduly on ground landlords of large estates. Each case would come before a different judge probably, and the decision in one case would be no guide for the landlord seeking to re-enter on a leasehold forming other part of his estate. Such a Bill must ultimately reduce the value of ground-rents.

As those who support such a Bill do not seem to value as highly as others the right of contracting parties, could they not go a step further and declare that when a plot subject to rent has been divided, the rent owner shall only recover out of each part its proportion of the rent? This would remove an objection to many titles.

A COUNTRY SOLICITOR.

[We said that Mr. Davey's Bill was the best that had yet been introduced in the *House of Commons*, but we have always disapproved of the proposed mode of meeting the difficulty by leaving the question of relief to the discretion of the judge. This, however, appears to be the only plan which finds favour in the eyes of our legislators, and the need of some remedy is so great that we should be glad to see a Bill in this shape passed into law.—Ed. S.J.]

THE INCORPORATED LAW SOCIETY AND THE "LAW LIST."

[To the Editor of the *Solicitors' Journal*.]

Sir,—Can you find space for the enclosed correspondence on the above subject? JOHN NICHOLLS.

73, Gresham-street, E.C., March 23.

[The following is the correspondence referred to by our correspondent:—

73, Gresham-street, London, March 19, 1881.

E. W. Williamson, Esq.,

Secretary, Incorporated Law Society.

Dear Sir,—Will you kindly tell me why in this year's "Law List" there is no distinctive mark to show what members of the profession are also members of the Incorporated Law Society? JOHN NICHOLLS.

Incorporated Law Society, U.K., Chancery-lane, London, March 23, 1881.

Dear Sir,—In reply to your letter of the 19th inst., I beg to inform you that it being thought desirable that an accurate list of the members of the society should be published, the council included one in the calendar issued in January last, and in consequence the arrangement under which the publishers of the "Law List" distinguished the members of the society was discontinued.

I may mention that the calendar is published in January, whereas the "Law List" does not come out until the middle of March.—I am, dear Sir, yours faithfully,

E. W. WILLIAMSON, Secretary.

John Nicholls, Esq., 73, Gresham-street, E.C.

73, Gresham-street, London, March 23, 1881.

Dear Sir,—I am obliged by your letter of this date. I have never before a suggestion that the "Law List" was inaccurate in carrying out its mode of indicating, by an asterisk placed against the name of every member, who were and who were not members of the Incorporated Law Society, and even admitting the desirability of printing a separate correct list, such a compilation as the calendar, issued for the first time this year, is valueless to the public from its having no official authority, and being incomplete as a list of practising solicitors by reason of its omitting all mention of those who are not members, or partners of members, of the society.

I may point out to you that the calendar can hardly claim to be accurate, for it omits in its proper place, on the first page of the "Local List of Members," the name of one who has an office at Aberdare.

I think the members generally ought to have been consulted as to their wishes in the matter before it was decided to discontinue in the official "Law List" an arrangement which had worked satisfactorily for so many years, and by which the public generally, as well as the profession, could see at a glance whether any solicitor was a member of the society.

As the subject appears to me to be of great interest to the profession, I propose to publish the letters which have passed between us—Yours faithfully, JOHN NICHOLLS.

E. W. Williamson, Esq., Secretary,
Incorporated Law Society.]

NEW ORDERS.

HOUSE OF LORDS.

STANDING ORDER, NO. IV.

On the 17th inst. the following alteration in the above standing order was agreed to:—"That Standing Order No. IV., applicable to appeals, be amended by omitting all words from the word 'respondent' in line 20 to the end of the order, and inserting in lieu thereof the following words—viz., 'Ordered, that in the event of the Clerk of the Parliaments requiring a justification of the sureties or substitute, the appellant's agent shall, within one week from the date of an official notice to him to that effect, lodge in the Parliament Office an affidavit or affidavits by the proposed sureties or substitute setting forth specifically the nature of the property in consideration of which they claim to be accepted as sureties in respect of the bond or as substitute in respect of the recognizance, and also declaring that the property in question is unincumbered; ordered, that in the event of such sureties not being deemed satisfactory by the Clerk of the Parliaments, the appellant or appellants shall, within four weeks from the date of an official notice by the Clerk of the Parliaments to that effect, pay into the account of the Fee Fund of the House of Lords the sum of £200, to be subject to the order of the House with regard to the costs of the appeal; and in the event of such substitute not being deemed satisfactory by the Clerk of the Parliaments, the appellant or appellants shall enter into the usual recognizance in person; ordered, that the said bond and the recognizance (whether entered into by the appellants or by a substitute) be returned to the Parliament Office duly executed within one week from the date of the issue thereof to the solicitor or agent of the appellant or appellants. On default by the appellant or appellants in complying with the above conditions, the appeal to stand dismissed.'"

HIGH COURT OF JUSTICE.

CHANCERY DIVISION.—ORDER OF COURT.

Wednesday, the 23rd day of March, 1881.

Whereas, the Honourable the Vice-Chancellor Sir Richard Malins on the 19th day of March instant, resigned the office of judge of the High Court of Justice; now I, the Right Honourable Roundell Baron Selborne, Lord High Chancellor of Great Britain, do hereby order and direct as follows: (1) That all causes and matters which on the said 19th day of March instant were pending before the said Sir Richard Malins, and all causes and matters by the order of court of the 2nd day of March instant transferred to the Honourable Sir Edward Fry, be and stand transferred to the said Mr. Justice Fry, and shall be marked with his name; (2) that the chief clerks and other clerks attached to the chambers of the Vice-Chancellor Sir Richard Malins continue to perform the same duties in relation to Mr. Justice Fry as those which they have hitherto performed for the said Vice-Chancellor; (3) That the order of court of June 19, 1877, be discharged, provided only that such of the several causes which have been transferred to the said Mr. Justice Fry by the orders mentioned in the schedule hereto as have not been tried or heard, shall be deemed to have been transferred to the said Mr. Justice Fry for the purpose only of trial or hearing; (4) that this order be entered with the registrar and set up in the courts and offices of the Chancery Division.

Schedule.

14th February, 1879.	24th February, 1880.
30th October, 1879.	15th April, 1880.
10th November, 1879.	6th August, 1880.
26th December, 1879.	3rd February, 1881.
31st January, 1880.	

SELBORNE, C.

CASES OF THE WEEK.

COURT OF BANKRUPTCY.—JURISDICTION.—ISSUES OF FACT.—FRAUD.—SPECIAL JURY.—BANKRUPTCY ACT, 1869, s. 72. —In a case of *Ex parte Armitage*, before the Court of Appeal on the 10th inst., a question arose as to the propriety of the exercise of the extensive jurisdiction given to the Court of Bankruptcy by section 72 of the Bankruptcy Act, 1869. The trustee in the liquidation of some woollen merchants claimed to set aside as fraudulent some transfers of goods, worth more than £6,000, which the debtors had made shortly before the commencement of their liquidation. It was alleged that these transfers were made not in the ordinary course of business, and at a time when the debtors were insolvent, and that the transferees had full knowledge of their circumstances. The trustee gave notice to the transferees of his intention to apply to the county court for an order declaring the transfers in question void, and that the transferees might be ordered to deliver the goods to the trustee or to pay the value of them. The trustee also gave notice that he should apply to the court for a direction that certain issues of fact relating to the transfers should be tried by a special jury. On the hearing of this application it was contended on behalf of the transferees that the case was not one in which the Court of Bankruptcy ought to exercise its special jurisdiction under section 72, but that the questions at issue ought to be tried in an action in the High Court. The judge of the county court ordered that the questions of fact should be tried by a jury in that court. Bacon, C.J., was of opinion that it was not expedient that the county court should exercise jurisdiction in the matter, and he discharged the order. This decision was affirmed by the Court of Appeal (JAMES, COTTON, and LUSH, L.J.J.). JAMES, L.J., said that he did not wish to withdraw or to qualify what had been said in *Ex parte Brown* (27 W. R. 651, L. R. 11 Ch. D. 148), and other cases, to the effect that cases in which under the bankruptcy law the title of the trustee was a peculiar one, distinct from that which he derived from the bankrupt, should be tried in the Court of Bankruptcy. But that only meant that such cases should be so tried *ceteris paribus*. It was not intended to lay down an absolute rule that such cases should never be tried otherwise than in the Court of Bankruptcy. The present case involved the right to a sum of £6,000, and it involved the character of persons who occupied a very respectable position. They desired that it should not be tried in the county court; they desired to have a special jury, which they could not have in the county court; and they desired to have the assistance of counsel, who did not practise in the county court. Under the circumstances his lordship thought it was expedient that the case should be tried in the High Court, and not in the county court. COTTON, L.J., said that the trustee's own notice of motion showed that the case was not one which should be heard in the ordinary way. The notice asked for a special jury. A special jury could not be had in the county court, but the notice showed that there was something special in the case, and this justified the Chief Judge in exercising his discretion by overruling the decision of the county court judge. *Ex parte Brown* was not intended to lay down a hard-and-fast rule, but one which ought generally to be followed. LUSH, L.J., said that, considering the large amount at stake, which was far beyond the general jurisdiction of the county court, and the nature of the questions to be tried, which involved the honour and credibility of several persons, he thought it right that the case should not be tried in the county court.—SOLICITORS, *Peace & Co; Gush & Phillips*.

BANKRUPT TRADER.—POWER OF CREDITORS TO AUTHORIZE TRUSTEE TO CARRY ON BUSINESS.—BANKRUPTCY ACT, 1869, ss. 14, 20, 25.—In a case of *Ex parte Emmanuel*, before the Court of Appeal on the 17th inst., a question arose as to the power of the creditors of a trader, who has been adjudicated a bankrupt, or whose creditors have resolved on a liquidation by arrangement, to authorize the trustee in the bankruptcy or liquidation to carry on the business of the bankrupt or debtor. Section 14 of the Bankruptcy Act, 1869, provides that "when an order has been made adjudging a debtor bankrupt, the property of the bankrupt shall become divisible amongst his creditors in proportion to the debts proved by them in the bankruptcy; and for the purpose of effecting such division the court shall, as soon as

may be, summon a general meeting of his creditors, and the creditors assembled at such meeting shall and may do as follows (*inter alia*):—(4) They may, by resolution, give directions as to the manner in which the property is to be administered by the trustee, and it shall be the duty of the trustee to conform to such directions, unless the court for some just cause otherwise orders." By section 20 "the trustee shall, in the administration of the property of the bankrupt, and in the distribution thereof amongst his creditors, have regard to any directions that may be given by resolution of the creditors at any general meeting. . . . Subject to the provisions of this Act, and to such directions as aforesaid, the trustee shall exercise his own discretion in the management of the estate, and its distribution amongst the creditors. The trustee may from time to time summon general meetings of the creditors for the purpose of ascertaining their wishes." And section 25 provides that, "subject to the provisions of this Act, the trustee shall have power to do the following things (*inter alia*):—To carry on the business of the bankrupt so far as may be necessary for the beneficial winding up of the same." The creditors of a ginger beer manufacturer, who had filed a liquidation petition, on the 29th of July, 1879, resolved upon a liquidation of his affairs by arrangement, and appointed three trustees. They also resolved "that the trustees shall be at liberty to carry on the business of the debtor for a period of twelve months, and for such further period or periods from time to time as the creditors in general meeting shall determine." In accordance with the resolution the trustees carried on the business, and in November, 1879, they paid a first dividend to the creditors. On the 10th of August, 1880, another general meeting of the creditors was held, and it was resolved "that the trustees shall continue to carry on the business for a further period of fifteen months as from the 29th of July last." A dissentient creditor applied to the court for an order declaring that so much of the resolutions as purported to authorize the trustees to carry on the business of the debtor was *ultra vires*, and not binding on the applicant. It appeared by the evidence of one of the trustees that the reason for carrying on the business for a further period of fifteen months was this, that the business was for a season only—i.e., from April to October—the months of August and September being the best months for business and profits in the season, and the trustee said that, if the accounts were made up in the month of July, which was near the middle of the season, a proper state of the trading could not be shown. Therefore the creditors resolved to give the trustee a full season's trading—viz., fifteen months from the 29th of July, 1880. The trustee added that, at the meeting on the 10th of August, 1880, the propriety of immediately selling the business was fully discussed, and, it being considered by the creditors that there would be a difficulty in disposing of the business on advantageous terms, the majority thought it would be most beneficial for the winding up of the estate that the business should be continued for another full season. The court (JAMES, BRETT, and COTTON, L.J.J.) held that the creditors had exceeded their power, and that the resolution of the 10th of August, 1880, and the latter part of the resolution of the 29th of July, 1879, were *ultra vires* and invalid as against the dissenting creditors. JAMES, L.J., said that the Act authorized a carrying on of the business only for the purpose of a beneficial winding up of the business, not because the creditors might think that the business would be a very profitable one. That was not the kind of thing which the majority of the creditors had a right to impose on the minority. Every creditor had a right to say, I want to have the estate administered, and the power of carrying on the business with the view of winding it up beneficially was given only for the purpose of the administration and distribution of the estate. It was quite clear that it was never intended by the Act that the trustee should carry on the business indefinitely, with the view of making profit by it as a going concern. The affidavit of the trustee showed that the business was not being carried on with a view to its winding up. The creditors had not contemplated a sale of the business, but they thought they would make more profit by carrying it on. The second resolution was clearly *ultra vires*, and the latter part of the first resolution was also *ultra vires*. It might very well be said that the resolution to carry on the business for twelve months was in spirit a compliance with the Act, and it might well have been understood by all the creditors to have been passed with a view to the beneficial winding up of the business. Twelve months was a long time,

but it was not necessarily an unreasonable one. BRETT, L.J., was of opinion that the only power given to the creditors in passing a resolution with regard to the carrying on of the bankrupt's business was to authorize the trustee to carry on the business to the same extent and for the same purpose as he could carry it on without any such authority. The question to what extent it could be said that the creditors had exceeded their authority was a difficult one. If they had acted within their authority, but in the opinion of the court there had been an erroneous exercise of the authority, his lordship doubted whether the court could interfere. But, if they had exceeded their power, he thought the court could interfere. If in terms the creditors had assumed to exceed their powers, the case would be clear. But, if the resolution did not in terms assume to exceed the power of the creditors, the court must look at the facts, and must judge from them whether the resolution was or was not intended to go beyond the power of the creditors. In the present case if the first resolution had only authorized the carrying on of the business for twelve months, his lordship did not think it could be fairly inferred that it was intended to carry it on further than for the purpose of beneficially winding it up. But, when the resolution went on to authorize the carrying on of the business, not only for twelve months, but for such further period or periods as the creditors might from time to time determine, and this was afterwards carried out by another resolution, authorizing the carrying on of the business for a further period of fifteen months, the only proper inference was that, when the creditors passed the first resolution, they did so, not for the purpose of the beneficial winding up of the business, but intended to authorize the trustee to carry it on for a further and different purpose. Consequently the resolutions were such as it was beyond the power of the majority of the creditors to pass so as to bind the dissentient minority, and they ought to be set aside. COTTON, L.J., said that the object of the Legislature in a bankruptcy was shown by the introductory part of section 14—viz., the division of the bankrupt's property among his creditors in proportion to the debts proved by them in the bankruptcy, and then section 25 said what the trustee was to have power to do, and it authorized him (assuming, in so doing, that he would not otherwise have had the power) to carry on the bankrupt's business "so far as may be necessary for the beneficial winding up of the same." It was for the purpose of winding up of the business, not the estate. Then sub-section 6 of the same section empowered the trustee to sell all the property of the bankrupt, including the goodwill of his business, showing that, subject to the qualification contained in sub-section 2, the intention was that, when the bankrupt was carrying on a business, there should, as soon as possible, be a sale of it. The contention was that the creditors in general meeting had a larger power than the trustee. But, according to section 14, a general meeting of the creditors was to be summoned as soon as might be after the adjudication for the purpose of effecting a division of the bankrupt's property, and then by sub-section 4 of the same section, the creditors might give directions as to the manner in which the property was to be administered by the trustee. It was said that this enlarged the power of carrying on the business. In the first place, the words "the property is to be administered" could hardly be construed in that way. And, moreover, the whole of section 14 was qualified by the introductory words, "for the purpose of effecting such division." Section 20, too, had an important bearing on the question. The trustee, in the administration of the property and its distribution among the creditors, was to have regard to any directions given by the creditors, but, subject to the provisions of the Act, and to those directions, he was to exercise his own discretion in the management of the estate and its distribution. When the creditors had given him directions, the trustee was still to exercise his own discretion. In his lordship's opinion the creditors had no greater power to authorize the carrying on of the bankrupt's business than the trustee had under section 25. And, having regard to the nature of the business in the present case, his lordship thought the resolutions showed that the intention of the creditors was to carry it on, not for the purpose of a beneficial winding up, but for another purpose, and the affidavit of the trustee showed that the purpose was to make a profit during the drinking season of the year. This was not a purpose which was justified by the Act, and it was the duty of the court to say that it was *ultra vires*, and that the resolutions could not stand.—SOLICITORS, Harper, Broad, & Battock; G. J. Jennings.

CO-SURETIES—CONTRIBUTION.—In a case of *Ex parte Swindon*, before the Court of Appeal on the 17th inst., a question arose as to the right of contribution between co-sureties—viz., whether the right to call for contribution arises as soon as one of the sureties has paid a part of the debt which is due from the principal debtor to the creditor, or not until the surety has paid more than his proportion of the debt. A customer of a bank had joined with two sureties in giving a joint and several bond to the bank, as security for any moneys owing from time to time by the customer to the bank. The bond expressly limited the liability of the sureties to £1,000 for principal, in addition to interest, costs, and commission. The customer filed a liquidation petition, and when he did so he owed the bank £1,000 for advances, and also some interest and commission. The bank called on one of the sureties to pay half the sum which was due to them, but made no demand on the other surety, though it did not appear that they had released him. The surety who was called on to pay paid the sum demanded and presented a bankruptcy petition against his co-surety, alleging as a debt due to him from the co-surety half the amount which he himself had paid to the bank, and the registrar adjudicated the co-surety a bankrupt. On the appeal it was admitted that the legal right of a surety to contribution was correctly laid down in *Davies v. Humphreys* (6 M. & W. 153), where Parke, B., said (p. 160), "The right" (of contribution) "is founded not originally upon contract, but upon a principle of equity. . . . What, then, is the nature of the equity upon which the right of action depends? Is it that when one surety has paid any part of the debt, he shall have a right to call on his co-surety or co-sureties to bear a proportion of the burthen, or that, when he has paid more than his share he shall have a right to be reimbursed whatever he has paid beyond it? or must the whole of the debt be paid by him, or someone liable, before he has a right to sue for contribution at all? We are not without authority on this subject, and it is in favour of the second of these propositions." And Parke, B., referred to *Ex parte Gifford* (6 Ves. 805), in which Lord Eldon said (p. 808), that co-sureties "stand with regard to each other in a relation which gives rise to this right among others, that, if one pays more than his proportion, there shall be a contribution for a proportion of the excess beyond the proportion which in all events he is to pay." And Parke, B., added (p. 169), "Until the one has paid more than his proportion, either of the whole debt, or of that part of the debt which remains unpaid by the principal, it is not clear that he ever will be entitled to demand anything from the other; and before that he has no equity to receive a contribution, and consequently no right of action which is founded on the equity receive it. . . . It would tend to multiplicity of suits, and to a great inconvenience, if each surety might sue all the others for a rateable proportion of what he had paid, the instant he had paid any part of the debt." But it was contended that courts of equity acted on a different principle, and that this appeared from *Craythorne v. Swinburne* (14 Ves. 160), in which Lord Eldon said (p. 164), "It has long been settled that, if there are co-sureties by the same instrument, and the creditor calls upon either of them to pay the principal debt, or any part of it, that surety has a right in this court, either upon a principle of equity, or upon contract, to call upon his co-surety for contribution." The Court of Appeal (JAMES, BARRER, and COTTON, L.J.), however, held that there was not a good petitioning creditor's debt, and annulled the adjudication. JAMES, L.J., said that there was no debt either at law or in equity. Co-sureties were bound to bear the whole burden equally. If one surety had paid a part of the debt for which they were all jointly liable, it was impossible to say till the whole was paid that there was any ascertained debt which could be made the foundation of proceedings in bankruptcy. In such a case as the present his lordship thought the proper course would be to bring an action against the co-surety to compel him to contribute to pay the debt to the creditor. But until the one surety had paid more than, as between himself and his co-surety, he could be called on to pay, no equity arose between them. BARRER, L.J., said that the rule was distinctly laid down in *Davies v. Humphreys*, which had never since been questioned, and it was founded upon *Ex parte Gifford*. *Craythorne v. Swinburne* did not conflict. A surety had no claim against his co-surety till he had paid more than his proportion of the debt due to the

creditor. COTTON, L.J., concurred.—SOLICITORS, *Willoughby & Cox; Linklater, Huxford & Co.*

LUNATIC TRUSTEE—MORTGAGE—VESTING ORDER—TRUSTEE ACT, 1850, s. 3—EVIDENCE.—In a case of *In re Ireland*, before Cotton, L.J., in lunacy, on the 19th inst., a question arose as to the making of a vesting order under the Trustee Act, 1850. In December, 1872, the three trustees of a will advanced £1,000, part of the trust moneys, on a mortgage of real estate, the estate being demised to them by the mortgagor for a term of 999 years at a pepper-corn rent. In 1874 one of the trustees died. In 1878, the mortgagor paid off the mortgage debt, but the estate was not re-assigned or surrendered to him. In February, 1880, one of the two surviving trustees was found a lunatic. Afterwards, upon a petition presented in lunacy and in the Chancery Division, two new trustees of the will were appointed in the place of the deceased trustee and the lunatic trustee. The present petition was presented by the committee of the lunatic's estate and the two new trustees, asking for an order vesting the mortgaged estate in the mortgagor. COTTON, L.J., felt some difficulty at first about the jurisdiction, but ultimately made the order, considering that he had power to do so under section 3 of the Act. And, to save expense, he allowed the petitioner to use the evidence which had been filed upon the former petition for the appointment of the new trustees.—SOLICITORS, *Gush & Phillips*.

PRESCRIPTION—PROFIT A PRENDRE IN ALIENO SOLO—RIGHT TO CUT LITTER FROM COMMON—PRESCRIPTION ACT (2 & 3 WILL. 4, c. 71), s. 1.—In a case of *Earl De La Warr v. Miles*, before the Court of Appeal on the 21st inst., a question arose as to the effect of the Prescription Act with reference to a claim of a *profit à prendre in alieno solo*. The action was brought by the owner of the soil of a forest, which was subject to certain rights of common, to restrain the defendant from cutting and carrying away brakes, fern, heather, and litter from the forest. In the year 1691 a suit had been instituted by the then owners of the soil of the forest against the commoners to determine how much of the forest might properly be inclosed, having regard to the rights of common, and in 1693 a decree was made in that suit by which portions of the forest were allotted to the owners of the soil for inclosure, free from rights of common, and the rest of the forest was allotted to remain open and uninclosed, subject to certain specified rights of common in favour of the commoners. The defendant in *Earl De La Warr v. Miles* was a commoner in respect of a tenement to which he derived title through one of the defendants to the suit of 1691. By his statement of defence he claimed to be entitled under the decree of 1693, with the other commoners, to the ownership of the brakes, fern, heather, and litter growing on the portion of the forest which was allotted to the commoners, in exclusion of the owner of the soil. The defendant also claimed, in the alternative, that he and his predecessors in title, owners of the same tenement, and the several occupiers of the tenement from time to time, had actually taken and enjoyed as of right in respect of the tenement, without interruption, for the full periods of thirty years and sixty years, respectively, preceding the commencement of the action, the right of cutting and carrying away brakes, fern, heather, and litter from the portion of the forest allotted to the commoners, sufficient for the manurage, improvement, maintenance, sustaining, repairing, and amending the tenement. The plaintiff by his reply pleaded that the defendant's two claims—the claim to a share in the ownership of the brakes, &c., and the claim to a prescriptive right of *profit à prendre* in respect of his tenement—were inconsistent with each other, and that the defendant ought to rely on one or the other of the two claims, and not upon both at the same time. And the plaintiff said that the purposes for which the prescriptive right was claimed were so unlimited and uncertain, and so destructive of the common allotment over which they were claimed, that they could not be properly claimed under a prescriptive title. BACON, V.C., held, upon the construction of the decree of 1693, that it did not give the commoners the ownership of the brakes, &c., but that their right under it was limited to common of pasturage and herbage, and he held that the alternative claim of a right by prescription was inconsistent and could not be maintained, and, indeed, he was of opinion that the claim of a *profit à prendre alieno*

sol was one which could not be sustained at all. He was of opinion also that the usage which the defendant alleged, and which he had proved to have existed for more than sixty years, was referable only to the consent and assent of successive tenants for life of the lands of which the plaintiff was the absolute owner. The Court of Appeal (JAMES, BURNETT, and CORROON, L.J.J.) agreed with Bacon, V.C., as to the construction of the decrees of 1693, but they held that the defendant had established his claim by prescription, and that as he and his predecessors in title had claimed as of right, and were shown by the evidence to have actually taken as of right, and without any permission from the owners of the soil, brakes, &c., from the common allotment for the use of their tenement for upwards of sixty years immediately before the commencement of the action, they had acquired a right under the statute, notwithstanding the fact that they had claimed the right under the mistaken notion that all the commoners were entitled to it under the decree of 1693. JAMES, L.J., said that in order to establish a right by prescription under the Act it was only necessary to show that the right claimed was one which could have had a legal origin by grant or otherwise, and that it had been actually exercised by the person claiming it, as of right and not by permission, during the proper statutory period. It was immaterial that the right had been claimed on a wrong ground. And, in the present case, the right was claimed by a particular class of persons, holding particular tenements, in right of those tenements, and every member of the class might have had a legal grant of the right.—SOLICITORS, *Horne, Hunter, & Birkett; Cope & Co.*

SOLICITOR—MANAGING CLERK—AUTHORITY TO PLEDGE—CREDIT OF PRINCIPAL.—In a case of *Guebert v. Moir*, before the Court of Appeal on the 23rd inst., the question arose whether the managing clerk of a solicitor has a general authority to pledge the credit of his principal in a matter collateral to the conduct of an action. The question arose upon an application by the defendant to compel the solicitor of the plaintiff to pay the sum of £50 as security for the costs of the action, in pursuance of a personal undertaking which he was supposed to have given to do so. On the hearing before Malins, V.C., of a motion by the plaintiff, the objection was taken that he was out of the jurisdiction, and that he ought to give security for costs. His counsel then stated, conceiving himself to be authorized by the managing clerk of the plaintiff's solicitor, who was in court (the solicitor himself not being there) so to state, that the plaintiff's solicitor would give a personal undertaking to pay £50 as security for costs, and on this statement being made, the hearing of the motion was allowed to proceed, and an order was made upon it in favour of the plaintiff. The order was drawn up, but the undertaking of the solicitor was not mentioned in it, and the solicitor was not required to sign the registrar's book. When the application was afterwards made to enforce the undertaking, it appeared that the managing clerk had no special authority from his principal to give the undertaking, or to pledge his principal's credit in any way, and the clerk also deposed that he never intended to do so, and that what he really intended to do was to give an undertaking on behalf of the plaintiff himself to pay the £50, the plaintiff being at that time actually in England. Malins, V.C., held that the clerk had a general authority to give the undertaking on behalf of his principal, and ordered the principal to pay the £50. The Court of Appeal (JESSEL, M.R., and JAMES and CORROON, L.J.J.), reversed this decision. JESSEL, M.R., said that assuming that the managing clerk did authorize the statement which was made by the plaintiff's counsel, it was sworn that he had no special authority to do so. It was said that he had a general authority to pledge his principal's credit to any extent to the payment of money in a matter collateral to the conduct of the action. If there was such an authority, his lordship could see no limit to it in point of amount. He was aware of no authority for such a proposition, and, so far as decided cases went, it had been held that neither counsel nor solicitor had power to bind the client to anything collateral to the action—*e.g.*, to a compromise. Why should a managing clerk have a greater power over his master's purse than any other servant? There was no authority for holding that he had, and his lordship could

see no reason in principle for saying a managing clerk had power to pledge his master's credit in this way. There was, therefore, nothing to bind the solicitor to pay the money. JAMES, L.J., added that the defendant might have stopped the drawing up of the original order by saying that he would not consent to its being drawn up until the £50 was paid, or the solicitor's undertaking was given in writing.—SOLICITORS, *G. H. & S. Brandon; J. B. Churchill.*

PRACTICE—SOLICITOR AND CLIENT—LIEN ON COSTS—NOTICE TO PARTY HAVING TO PAY COSTS—PAYMENT WITHOUT NOTICE—SOLICITOR'S RIGHT TO PAYMENT AGAIN FROM CLIENT.—In a case of *Re Fenncott, Fenncott v. Proudfoot*, before the Master of the Rolls on the 18th inst., a motion was made by the plaintiff to restrain a solicitor from issuing execution for the recovery of his taxed costs under the following circumstances:—The defendant in the action had recovered judgment for the costs of the action, and had employed two solicitors. The costs payable to the two solicitors were taxed, and one solicitor gave notice to the plaintiff, after the taxing master's certificate had been issued, claiming a lien for his costs and requiring them to be paid to him. This the plaintiff did, and he also paid the taxed costs of the other solicitor to the defendant, as he had received no notice of lien from him. The second solicitor sent the plaintiff notice that unless his costs were paid him over again he should issue execution upon the judgment. The above motion was accordingly made. JESSEL, M.R., was of opinion that the solicitor was not justified in threatening to issue execution, and that the plaintiff, having paid the costs without notice, could not be compelled to pay them over again. The plaintiff was entitled to have satisfaction entered upon the judgment, and the solicitor would have to pay the costs of the motion.—SOLICITORS, *H. A. Patience; Merediths, Roberts, & Mills.*

PRACTICE—DECREE DIRECTING INDEMNITY—NO DEED OF INDEMNITY—ENFORCING PAYMENT OF INDEMNITY—SEPARATE PROCEEDINGS.—On March 17, an application for an order to direct payment by the defendant to the plaintiff of a stated sum by way of indemnity upon a contract was heard before Hall, V.C., in an action of *Mellish v. Rose*. The plaintiff and defendant, having been in partnership, took a decree for dissolution in a partnership action, and by the decree the defendant was ordered to take over a certain building contract and to indemnify the plaintiff in respect thereof. It now appeared that the plaintiff had, since the decree, paid the contracting builder a sum of £39 for work done on the contract, but without the assent of the defendant. He took no assignment of the contract from the partnership, nor any deed of indemnity from the defendant. He now applied as above for payment of the £39, and it was urged on his behalf that he was, in effect, seeking the enforcement of the decree; that payment of the indemnity was "indemnifying the plaintiff" within the terms of the decree, and that the order asked would properly be made in the action. If it were necessary to institute separate proceedings, they must be taken in the High Court of Justice, as the County Courts Act prohibit an action being brought there upon a judgment of the High Court. The defendant's case was that the plaintiff should have taken an assignment and indemnity, and brought his action, if any, upon the latter, when the amount payable could have been assessed by a jury. He claimed to have a good defence to the plaintiff's case upon the merits, and was even now willing to sign an indemnity if tendered. HALL, V.C., said that the decree contemplated an assignment and indemnity, but that, as the matter stood, he was in substance asked to try a separate action upon an interlocutory application. The proper course would be to take independent proceedings, and the motion must be refused with costs.—SOLICITORS, *Picotte & Son; Hogan & Hughes.*

INJUNCTION—RAILWAY COMPANY—COMPULSORY TAKING OF LAND—WHOLE OF CAPITAL SUBSCRIBED—SEVERAL BRANCHES OF UNDERTAKING—CERTIFICATE OF JUSTICES—8 & 9 VICT. C. 18, ss. 16, 17.—In a case of *Rosser v. The Pontypridd and Caerphilly Railway Company*, before Vice-Chancellor Hall, on March 17, the plaintiff made an interlocutory application for an injunction to restrain the company from proceeding under their compulsory powers to

take 1a. Or. 20p. in the county of Glamorgan, belonging to himself, for the purposes of a projected railway, until the whole of the capital or estimated sum required for the expenses of the undertaking should have been subscribed (as required by the provisions of the Lands Clauses Consolidation Act, 1845). The Act further requires that a certificate that the capital has been so subscribed shall be signed by two justices of the peace for the county where the matter requiring their cognizance arises. It appeared that the company was formed to make more than one railway, the undertaking consisting of two or three branches. Two justices for Monmouthshire, in which county part of the railway now in question was to be made, had certified that the capital required for that part of the undertaking of the company had been subscribed. His lordship, however, held that, even assuming the certificate to be in order, the court was not, under the Act, to be bound thereby as conclusive. There had been, in the present instance, no sufficient compliance with the statute, and it might well be that Parliament would not have sanctioned the one railway only, without the others included in the undertaking. He, therefore, made the order asked, and with the company's consent, the injunction was made perpetual, with an order for payment by the company of the costs of the action.—*Solicitors, W. Kentmore, for Spickett & Price, Pontypridd; Wilkins, Blyth, & Fawshawe.*

CASES BEFORE THE BANKRUPTCY REGISTRARS.

(Before Mr. REGISTRAR PEPPS, acting as Chief Judge.)

March 1.—*Ex parte Tilly, Re Weld.*

A non-trader, being in embarrassed circumstances, executed a deed whereby he charged and made liable all his real and personal estate in possession, reversion, remainder, or expectancy with the repayment to a trustee of the sum of £55,000, being the aggregate of the debts specified in the first schedule thereto. Held, that the deed constituted an act of bankruptcy.

This was a motion on behalf of John H. Tilly, the trustee of the estate of Shireburn J. Weld (a non-trader), to declare void a deed dated the 30th of August, 1880, made between the bankrupt of the first part, J. E. Hodges of the second part, Robert C. Hutchings, Horatio Brandon, and Francis Lamb of the third part, and the several persons whose names were specified in the first schedule, &c., of the fourth part.

In August, 1880, the bankrupt, being in embarrassed circumstances, called a meeting of his creditors, and, on the 30th of the same month, he executed the deed in question, whereby he charged and made liable the contingent reversionary life estate to which he was entitled in the Lulworth Castle estates, and all his other real and personal estate in possession, reversion, remainder, or expectancy, with the repayment to Hodges of the sum of £55,000, being the aggregate of the debts specified in the first schedule. And it was declared that Hodges should stand possessed of the said sum of £55,000 upon trust for the several persons named in the first schedule, rateably and in proportion to the amounts of their debts. The bankrupt also covenanted to execute, when called upon, a valid assurance of the whole or any part of the premises charged, by way of mortgage, for securing the sums intended to be secured.

The deed had not been registered under the Bills of Sale Act.

On the 12th of December, 1880, the bankrupt was adjudicated, the act of bankruptcy being the non-compliance with the terms of a debtor's summons.

Winslow, Q.C., and Creed, in support of the motion.—The deed is an equitable assignment for the benefit of certain creditors, and is an act of bankruptcy under section 6 of the Bankruptcy Act, 1869, sub-sections 1 or 2; and the circumstance that the bankrupt is a non-trader is immaterial. He cited *Ex parte Mackay* (L. R. 8 Ch. 643).

Yate Lee, and Rashleigh, for the respondents.—The deed is not a "conveyance or assignment." It is not for the benefit of the creditors generally: *Greenwood v. Churchill* (1 Mylne & Keen, 546). Secondly, an agreement to give a bill of sale cannot be an act of bankruptcy: *Mercer v. Peterson* (L. R. 3 Ex. 104).

Winslow, in reply.

Mr. REGISTRAR PEPPS.—It appears to me that I am asked to do rather more than has hitherto been done in cases of this kind, but, at the same time, I must act under the guidance of those cases. None of them are distinctly on all

fours with the case before me, but I am bound to do the best I can, having reference to the class of cases that have been decided, and the reasons which have influenced the judges in coming to their decision. It appears to me that the trustee appointed under this deed is in this dilemma. This is an assignment or transfer of the property of the bankrupt either to the whole or to a portion of his creditors, and in either case it is an act of bankruptcy under the 6th section of the Act. The difficulty that I have about the case is whether this charge can be held to be equivalent to a transfer or assignment of the property. On the whole I think I must look upon it as an absolute assignment, an assignment of the whole of the estate and effects of the bankrupt to secure a charge for the benefit of a certain portion of the creditors. It has been pointed out by counsel, very properly, that whether it is an assignment for the benefit of one creditor, or a dozen or twenty, or the whole of the creditors, it comes to the same thing. It is virtually an assignment of the whole of the bankrupt's property in payment of a past debt. The question arose whether it was an assignment of the whole of the property. Considering it was an assignment of £55,000, it was practically an assignment of the whole. Whether or not it was for the benefit of all the creditors who chose to come in it is not for me to say, but there are creditors who have not come in under the deed, and to those creditors a large dividend will have to be paid. I think, therefore, they have a right to ask that this transfer be declared void.

Solicitors for the trustee, Campbell, Reeve, & Hooper. Solicitors for the respondents, Munns & Longden.

(Before Mr. REGISTRAR PEPPS.)

March 4.—*Re Slattery.*

A creditor who has not proved any debt under a petition for liquidation is not entitled to be heard in opposition to an application by the debtor for the registration of resolutions by which the statutory majority of creditors accept a composition. Leave to prove *nunc pro tunc* refused.

This was an application by a debtor who had presented a liquidation petition for the registration of the resolutions passed by the statutory majority of the creditors, accepting a composition of one shilling in the pound, payable three months after registration, with security.

J. Linklater, on behalf of a creditor who had obtained an adjudication against the debtor, coupled with a stay of proceedings, opposed the application, on the ground that the debtor had refused to answer questions put to him at the meetings of creditors, and on other grounds.

Brough, for the debtor, objected that the creditor, not having proved any debt under the petition, had no *locus standi*. He cited *Ex parte Kirkwood* (L. R. 11 Ch. D. 724), which had been followed by Mr. Registrar Brougham.

Linklater.—Mr. Registrar Murray, in *Ex parte Dalgairns* (not reported), allowed a creditor, who had not proved, to be heard. The debt appears in the statement of affairs filed by the debtor, and its existence was not disputed under the petition for adjudication.

Mr. REGISTRAR PEPPS.—*Ex parte Kirkwood* was a case of liquidation, and not composition, and, as there seems to be some doubt as to what the practice is, I will consult my colleagues upon the subject.

Later in the day, Mr. REGISTRAR PEPPS intimated that he had consulted his brother registrars, and they agreed with him in the opinion that a creditor who did not prove a debt at the first meeting had no *locus standi* to oppose, under Rule 295, an application to register resolutions for composition. By obtaining an adjudication, and declining to prove under the petition for liquidation, the creditor in this case placed himself in a position antagonistic to the other creditors, and he ought not to be heard.

Linklater then applied for leave to prove *nunc pro tunc*, on the ground that a misapprehension had arisen as to the practice of the court.

Mr. REGISTRAR PEPPS.—I cannot allow that. If a proof had been tendered at either meeting, the creditors might have opposed it.

Solicitor for the opposing creditor, J. S. Rubinstein. Solicitors for the debtor, Cotterell & Co.

(Before Mr. REGISTRAR BROUGHAM.)

March 9.—*Re Dummer.*

The circumstance that a liquidation has been closed does not deprive the creditors of the right to grant the debtor's discharge at a meeting properly convened for that purpose.

Application for discharge. The debtor, Stephen Dummer, presented a petition for the liquidation of his affairs by arrangement or composition in July, 1877, and at the first meeting, held on the 7th of August, the creditors passed a resolution for liquidation by arrangement, and appointed a trustee.

On the 26th of July, 1878, the creditors passed resolutions to the following effect:—

(1) That the trustee's account, including his remuneration, be, and the same is hereby, allowed, approved, and passed.

(2) That the trustee do forthwith declare and pay a dividend of 2s. 6d. in the pound.

(3) That the close of this liquidation shall take place as and from the 31st day of December, 1878.

(4) That William C. Cooper, the trustee, be released as and from the 31st day of December, 1878.

At that meeting the creditors declined to give the debtor his discharge, but in September last another meeting was convened, with the concurrence of one-fourth of the creditors, when a statutory majority resolved to give the discharge, but the objection had been raised in the liquidation office that, after the close of the liquidation, they had no power to do so, and the question was now submitted for the decision of the registrar.

Brough, in support of the application, referred to *Ex parte Carlile* (No. 70,537), where the same course had been adopted as in the present case, and Mr. Registrar Murray granted the order. [He was stopped.]

Mr. REGISTRAR BROUGHAM held that, by analogy to the rule in bankruptcy, the close of the liquidation did not deprive the creditors of the right to grant the debtor's discharge at a meeting properly convened for that purpose, otherwise considerable hardship might be inflicted upon the debtor. The discharge would be allowed.

Solicitors for the applicant, *Cotterell & Co.*

SOLICITORS' CASES.

HIGH COURT OF JUSTICE.

QUEEN'S BENCH DIVISION.

(Sittings in Banc before GROVE and LINDLEY, JJ.)

March 18.—*In the Matter of A Solicitor.*

Macrae said that the object of the present application was that the solicitor in question, who had been struck off the rolls in 1875, might, by the order of this court, be restored to his position thereon. The solicitor, Mr. Condry, had been admitted in 1848, and had practised for many years in Battersea. In 1872 he was tried for a conspiracy to defraud the creditors of one Abraham Fox, and having been found guilty of that offence he had been sentenced to imprisonment for twelve months. The present application first came before this court in April last, and it had then been ordered to stand over for the production of further and better affidavits, and that the facts in it might be laid before the Incorporated Law Society. The learned counsel for the applicant said that the principal witness against Mr. Condry had been the wife of the bankrupt. On being cross-examined, she had then sworn that she was a chaste woman, which was not the case. Mr. Condry had subsequently taken proceedings against her for perjury as to this, and she had been convicted and sentenced to imprisonment for two months. He had therefore been convicted, upon the evidence of a person who had at the trial been clearly guilty of perjury, of an offence of which he had always maintained he had been wholly innocent. Since 1873 he had acted as the managing clerk of a solicitor of great respectability, and from the affidavits before the court, it was clear that a very large number of persons of the highest respectability, resident in Battersea, believed him to be wholly innocent of the crime of which he had been found guilty.

Wills, Q.C. (with whom was *Murray*), said that he appeared for the Incorporated Law Society, and that all he proposed now to do was to put the court in full possession of the whole facts as to the conviction of Mr. Condry. Un-

doubtedly several fraudulent debts had been concocted in the bankruptcy proceedings in question, some of the proofs being not real and others increased in their amounts. Mr. Condry was convicted substantially on the evidence of two persons named Elsey and Deacon. Mrs. Fox, the wife of the bankrupt, had certainly also given evidence in the case, which was no doubt not unimportant, and in her cross-examination had committed perjury. When the bankruptcy proceedings had been before Mr. Stonor, the county court judge, he had said that clearly an audacious fraud had been perpetrated, but he had not caused the proceedings to be taken against Mr. Condry, who in his view had been a dupe and not a co-conspirator. There was one difficulty in the case, and that was that the present application was an attempt to induce this court to constitute itself into a court of appeal from the Divisional Court which had ordered the applicant to be struck off the rolls.

GROVE, J., said that the application could not be granted. Mrs. Fox had no doubt been convicted of perjury; but that was because she had falsely sworn she was a virtuous woman. This was a fact which no doubt threw some doubt on her veracity; but she had, in no sense, been a principal witness in the case against Mr. Condry. It was an undisputed fact that no attempt of any kind had been made to get the sentence passed by Sir Thomas Chambers remitted, nor had the latter done what he would no doubt have done if he had felt that the verdict against Mr. Condry had been clearly wrong—viz., have himself communicated with the Home Office stating that such was his opinion. The learned counsel for the Incorporated Law Society had done all in his power to assist the court in getting at the real facts, acting not as an advocate, but as one who represented that society, whose great object it was to keep the profession of solicitors pure. His lordship said that in such cases as the present this court must refuse to constitute itself into a court of appeal.

LINDLEY, J., concurred.—*Times.*

LEGAL APPOINTMENTS.

Mr. EDWARD HARRY ADCOCK, solicitor, of Palmerston-buildings, Old Broad-street, E.C., and Croydon-road, Penge, Surrey, has been appointed a Perpetual Commissioner in and for the Cities of London and Westminster, and the Counties of Middlesex and Surrey.

Mr. GEORGE BRUMELL, jun., solicitor, of Morpeth, has been elected Clerk to the Morpeth Board of Guardians, Assessment Committee, and Rural Sanitary Authority, on the resignation of his father, Mr. George Brumell, sen. Mr. Brumell, jun., was admitted a solicitor in 1872, and is clerk to the Commissioners of Land Tax, and to the Governors of the Morpeth Grammar School.

Mr. FREDERIC BURROW, LL.D., solicitor, of Collumpton and Bradninch, has been elected (without opposition) Coroner for the Crediton District of Devonshire. He had acted as deputy-coroner for eleven years. Dr. Burrow was admitted a solicitor in 1866. He is town clerk and clerk of the peace for the borough of Bradninch, clerk to the county magistrates and to the Collumpton District Highway Board, and to the School Board of Willand, and solicitor to the Collumpton Burial Board and Gas Company.

Mr. JOHN MONSEY COLLYER, of Lincoln's-inn, barrister-at-law, has been nominated Legal Adviser to the Exchequer and Audit Department, Somerset House.

Mr. HARRY FINDON DAVIES, solicitor, of Weston-super-Mare, has been appointed a Perpetual Commissioner for Somersetshire and Gloucestershire for taking the Acknowledgments of Deeds by Married Women.

Mr. RICHARD GIBSON, solicitor (of the firm of R. & W. Gibson), of Hexham, has been appointed by the high sheriff of Northumberland (John Giffard Riddell, Esq.) to be Under-Sheriff of that county for the ensuing year. Mr. Gibson was admitted a solicitor in 1837, and is clerk to the county justices for the two divisions of Tynedale and Bellingham, and also clerk to the Tyne Salmon Conservancy Board.

Mr. EDWARD HEELIS, solicitor, of Appleby, has been appointed Clerk to the Lieutenancy for the County of West-

ireland. Mr. Heelis was admitted a solicitor in 1856, and is registrar of the Appleby Court.

Mr. WILLIAM HENRY NICHOLLS, solicitor, of 4, Lincoln's-fields, has been appointed a Commissioner for taking Affidavits in the Courts in the Province of Quebec and Ontario in the Dominion of Canada.

Mr. E. W. SAMPSON, solicitor, of Parsons-hill, Woolwich, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Mr. CHARLES SANDERSON, solicitor (of the firm of Sanderson & Holland), of 46, Queen Victoria-street, and Calcutta, has been appointed a Commissioner for taking Affidavits in the High Court of Judicature at Calcutta, and also a Commissioner for taking the Acknowledgments of Married Women in respect of Property in India.

Mr. WILLIAM THOMAS SHARP, solicitor, of Lancaster, has been appointed by the high sheriff of Lancashire (Mr. William Foster) to be Under-Sheriff of that county for the ensuing year. Mr. Sharp is the eldest son of the late Mr. John Sharp, solicitor, and was born in 1841. He is a B.A. of Trinity College, Dublin, and was admitted a solicitor in 1865. He is registrar of the Lancaster County Court.

Mr. HORACE SMITH, barrister, who has been appointed Recorder of the City of Lincoln, in succession to Mr. Justice Cave, is a graduate of Trinity Hall, Cambridge. He was called to the bar at the Inner Temple in Easter Term, 1862, and is a member of the Midland Circuit. He has been for several years a revising barrister, and recently acted as secretary to the Royal Commission for inquiring into the existence of Corrupt Practices in the City of Oxford.

Mr. JOSIAH HENRY SYMON, solicitor and notary, of Adelaide, has been appointed Attorney-General of the Colony of South Australia in the new administration.

Sir JOHN HENRY DE VILLIERS, Chief Justice of the Supreme Court at the Cape of Good Hope, has been appointed a Member of the Royal Commission for settling the affairs of the Transvaal. Sir J. De Villiers was called to the bar at the Inner Temple in Michaelmas Term, 1865. He was Attorney-General at the Cape of Good Hope from 1872 till 1874, when he was appointed Chief Justice of the colony, and he received the honour of knighthood in 1877.

DISSOLUTION OF PARTNERSHIP.

THOMAS PAIN and PHILIP PERKINS HAWTIN, Banbury, solicitors (Pain & Hawtin). The said business will in future be carried on by the said Thomas Pain. March 15. [Gazette, March 22, 1881.]

COMPANIES.

WINDING-UP NOTICES.

JOINT STOCK COMPANIES.

LIMITED IN CHANCERY.

CARRIAGE CO-OPERATIVE SUPPLY ASSOCIATION, LIMITED.—Petition for winding up, presented March 10, directed to be heard before the M.R. on March 23. Johnson, Millman st, solicitor for the petitioners.

LONDON AERATED and MINERAL WATERS COMPANY, LIMITED.—The M.R. has by an order, dated Feb 17, appointed William Aldridge, Basinghall st, to be official liquidator.

[Gazette, March 18.]

BAGWORTH COLLIERY COMPANY, LIMITED.—The M.R. has fixed March 31 at 11 at his chambers for the appointment of an official liquidator.

BURYFORTH and SOUTH COAST STEAM PACKET COMPANY, LIMITED.—By an order made by Hall, V.C., dated March 11, it was ordered that the company be wound up. Bell and Co, Bow churchyard, agents for Alcock and Routledge, Sunderland, solicitors for the petitioner.

ROCKEFELL WORSTED MILL COMPANY, LIMITED.—The M.R. has by an order, dated Feb 24, appointed William Gilyard, Bradford, to be official liquidator.

NORTHFIELD IRON and TYNE COMPANY, LIMITED.—Petition for winding up, presented March 19, directed to be heard before Hall, V.C., on Apr 1. Ridsdale and Co, Gray's inn sq, solicitors for the petitioners.

THOMAS GAWBER HALL COLLIERIES, LIMITED.—Petition for winding up, presented March 31, directed to be heard before Hall, V.C., on Apr 1. Bell and Co, Bow churchyard, agents for Dees and Thompson, Newcastle-upon-Tyne, solicitors for the petitioner.

[Gazette, Mar. 22.]

UNLIMITED IN CHANCERY.

YORKSHIRE PROVIDENT LOAN SOCIETY.—Petition for winding up, presented March 15, directed to be heard before the M.R. on March 26. Peace and Waller, Grocer's Hall et, Poultry, agents for Learoyd and Co, Huddersfield, solicitors for the petitioners.

[Gazette, Mar. 18.]

HOLLY HOUSE FREEHOLD LAND SOCIETY.—By an order made by the M.R. dated March 13, it was ordered that the society be wound up. Munton and Morris, Lambeth hill, agents for Parker and Brailsford, Sheffield, solicitors for the petitioners.

[Gazette, Mar. 22.]

COUNTY PALATINE OF LANCASTER.

HIGHER EAMAM BREWERY COMPANY, LIMITED.—Petition for winding up, presented March 16, directed to be heard before the V.C. at the Assize Courts, Manchester, on March 29. Eddy, Liverpool, solicitor for the petitioner.

[Gazette, Mar. 18.]

FRIENDLY SOCIETIES DISSOLVED.

ABERGELE UNION SOCIETY, Mona Vauils, Abergelle, Denbigh. March 14.

[Gazette, Mar. 18.]

HOPE BENEFIT SOCIETY, Norfolk Tavern, Middlegate st, Great Yarmouth. March 19.

[Gazette, Mar. 22.]

SOCIETIES.

SOLICITORS' BENEVOLENT ASSOCIATION.

The usual monthly meeting of the board of directors of this association was held on Wednesday, the 9th inst., at the Law Institution, Chancery-lane, London, Mr. Lewis (Wrexham) in the chair, the other directors present being Messrs. Rickman (deputy-chairman), Brook, Hodger, Janson, Keen, Pennington, Roscoe, Rose, Smith, Walters, Williamson, and Woolbert (Mr. Eiffe, secretary). A sum of £120 was distributed in grants of assistance to necessitous solicitors and the necessitous widows and families of deceased solicitors, five gentlemen were admitted members of the association, and other general business was transacted.

OBITUARY.

MR. PEARLESS BARBER.

Mr. Pearless Barber, solicitor, of Brighouse, died at Pinner on the 3rd inst. Mr. Barber was the son of Mr. Joseph Barber, solicitor, of Brighouse. He was born in 1834, and he was educated at St. Peter's School, York. He was admitted a solicitor in 1859, having been articled to his father, to whose business he shortly afterwards succeeded. He had practised over about twenty-one years at Brighouse, having also during part of that time had a branch office at Rastrick. He was a perpetual commissioner for the West Riding of Yorkshire, and he was solicitor to the Rastrick Gas and Water Company. He was an active member of the local Conservative party. Mr. Barber was a fellow of the Royal Historical Society and of the Royal Society of Antiquaries, and he was for several years honorary secretary to the Yorkshire Topographical and Antiquarian Society. Mr. Barber died at the residence of his brother, Mr. William Barber, barrister.

MR. ABBOTT THURNHAM.

Mr. Abbott Thurnham, solicitor, of Ilkeston and Alfreton, died at his residence, The Pines, Ilkeston, on the 18th ult., after a long illness. Mr. Thurnham was admitted a solicitor in 1870, and had practised for about ten years at Ilkeston and Alfreton, having for the latter part of that time been in partnership with his younger brother, Mr. Henry Thurnham, of the Alfreton Local Board. The deceased was a perpetual commissioner for Derbyshire and Nottinghamshire, and he had a good private practice, and held several local appointments. He was for several years clerk to the Heanor Local Board, and to the South Wingfield and South Normanton School Boards. He was also solicitor to the Erewash Valley Building Society. Mr. Thurnham's health had for a long time been bad, and he had been compelled to withdraw from active practice.

CREDITORS' CLAIMS.

CREDITORS UNDER ESTATES IN CHANCERY.
LAST DAY OF PROOF.

GLEADALL, JOHN, Tickhill, York, Farmer. March 31. Gleadall v Wood, M.R. Egan, Sheffield.

GREENWAY, ELIZABETH, Stanhope st, St Pancras. March 31. Slight v Waugh, V.C. Malins. Walker, Fitzroy st, Fitzroy sq.

HARRIS, EMILY FREDERICA, Teignmouth, Devon. March 31. Harris v Fitzroy, M.R. Were, Plymouth.

LIVERSEY, THOMAS, South, nr Over Darwen, Retired Cotton Manufacturer. April 4. Baron v Aspiden, V.C. Kall. Costeker, Over Darwen.

ROACH, BENJAMIN, Spitalfields Market, Licensed Victualler. March 31. Roach v Roach, V.C. Hall. Hutton, New Broad st.

STEPHENS, ELIZABETH DOWNS, Kingsland rd. March 31. Stephens v Stephens, V.C. Hall. Bothamley, Queen st, Cheapside. [Gazette, Mar. 4.]

DAVIDSON, ALEXANDER HOBSEBURGH, Northumberland pl, Bayswater, Gent. May 31. Stone v Sabonadiere, V.C. Malins. Taylor, Field ct, Gray's inn.

FAWCETT, BENJAMIN, Weston-super-Mare. April 25. Fawcett v Fawcett, V.C. Hall. Wasbrough, Bristol.

IVES, SAMUEL, Great Yarmouth, Soda Water Manufacturer. April 9. Ives v Ives, V.C. Hall. Diver, Great Yarmouth.

PULLAN, RICHARD, Darley, York, Gent. April 8. Pullan v Pullan, M.R. Bateson, Hartgate.

ROBERTS, JOHN HENRY, Hereford. April 1. Laphorne v Hunt, V.C. Malins. Corner, Hereford.

WILSON, JAMES DICKSON, Cheltenham, Lieut-Col Bengal Army. March 28. Mein v Constable, V.C. Bacon. Brydges, Cheltenham. [Gazette, Mar. 8.]

BARNES, THOMAS, Romsey, Southampton. April 6. Barnes v Fish, M.R. White, Winchester.

BELL, GEORGE, Stubbington, Southampton, Gent. April 13. Carter v Stadden, V.C. Hall. Newman, Southampton.

COLTMAN, EDWIN, Hincley, Leicester, Innkeeper. April 18. Coltmán v Coltmán, V.C. Malins. Wright, Leicester.

CONYNGHAM, HON FRANCIS NATHANIEL, Piccadilly. April 11. Lambart v Brinckman, V.C. Malins. Saltwell, Stone buildings.

DANIEL, JOHN, Dunston, Northampton, Gent. April 6. Northamptonshire Union Bank, Limited v Daniel, M.R. Roche, Davenport.

FITZMAURICE, HON SARAH JANE, Pias Lwydon, Anglessea. Apr 6. Fitzmaurice v Fitzmaurice, M.R. Meynell, Whitehall pl, Westminster.

HARROW, HENRY, Stoke next Guildford, Gent. April 11. Sams v Boys, V.C. Malins. Green, Havant, Hants.

WALLERSTEIN, ELIZABETH, Oxford rd, Baling. April 12. Fuller v Wallerstein, M.R. Hall, Warwick ct, Holborn. [Gazette, March 11.]

ALLEN, WILLIAM, Stanstead Abbott, Hertford, Miller. April 28. Canning v Green, V.C. Hall. Rao, Gt Winchester st buildings.

COLLINS, WILLIAM HENRY, Cromwell rd, South Kensington, Brevet Major Royal Engineers. April 16. Collins v Collins, V.C. Hall. Barnes and Bernard, Finsbury circus.

CORFIELD, WILLIAM ARCHER, Aberdeen pk rd, Highbury, Short-hand Writer. April 9. Corfield v Corfield, M.R. Grece, Redhill.

NUTT, THOMAS, Kelton, Rutland, Farmer. April 16. Harrison v Nutt, V.C. Malins. Stapleton, Stamford.

SPENCER, JOHN, Wood green, Gent. April 9. Harmer v Spencer, V.C. Hall. Montagu, Buckenbury.

SULLIVAN, DAVID, Englefield rd. Mar 31. Sullivan v Sullivan, V.C. Bacon. Beall, Queen Victoria st. [Gazette, Mar. 15.]

CREDITORS UNDER 22 & 23 VICT. CAP. 25.
LAST DAY OF CLAIM.

ANDREWS, JOSEPH, Newmarket St Mary, Suffolk, Builder. April 1. Fenn, Newmarket.

BAIRSTOW, JOSEPH, Blackpool, Lancaster, Innkeeper. March 23. Charnley and Finch, Blackpool.

BICKHAM, CATHERINE, Milverton, Somerset. April 30. Payne, Milverton.

BOWLER, MARY ANN, Worcester. April 2. Hill, Worcester.

BROWN, ELIZABETH, Clifton, Rotherham. April 30. Badgers and Co, Rotherham.

BROWN, JOHN, Abchurch lane, Banker. June 3. Bristow, John st, Adelphi.

BURKS, ELIZABETH, Malda vale, Kilburn. May 2. Miller, Sherborne lane.

BUTCHER, JAMES, Blackpool, Lancaster, Licensed Victualler. March 23. Charnley and Finch, Blackpool.

CAMITIAN, SERGEUS, Liverpool, Tobacco Manufacturer. March 17. Oliver and Co, Liverpool.

CARR, WILLIAM, Blackpool, Lancaster, Livery Stable Keeper. March 23. Charnley and Finch, Blackpool.

CLARKE, WILLIAM PEDDER, Greenhill, Bassenthwaite, Cumberland, Esq. May 2. Cookson and Co, New sq, Lincoln's inn.

CORFE, RICHARD, Fulmer, Bucks, Gent. June 1. Philbrick and Corpe, Austinfriars.

CRUTCHLEY, THOMAS, Hastings, Sussex, Licensed Victualler. May 4. Smallman, Queen st, Cheapside.

DALTON, EDWARD TUTEY, Queen Anne's Mansions, St James's park, Major General in the Army. April 27. Farrer and Co, Lincoln's inn fields.

DE WINTON, HERBERT WILLIAM, Clifton, Bristol, Esq. April 30. Bush and Cross, Bristol.

DEINKWATER, JOSEPH, Whaley Bridge, Chester, Gent. April 19. Fox, Manchester.

GOSLING, JAMES, Ickleton, Cambridge, Gent. June 28. Thurgood and Cox, Saffron Walden.

HALL, EDWARD ELBY, Throgmorton avenue, Stockbroker. April 20. Walter and Durban, Kingston on Thames.

HALL, MARIA, Southport. April 5. Welsby and Co, Southport.

HARVEY, WILLIAM, Hove, Brighton, Gent. May 1. Clarke and Co, Brighton.

HOLMES, MARY, Mableton pl, Euston rd. April 1. Foster, Gracechurch st.

HUGHES, JOSEPH, Sutton Coldfield, Warwick, Metal Dealer. April 4. Ansell, Birmingham.

INGS, ROBERT, Babcary, Somerset, Yeoman. March 25. Russ, Castle Cary.

JONES, DANIEL, Manchester, Contractor. April 30. Bond and Son, Manchester.

JONES, WILLIAM, Kenfig, Glamorgan, Farmer. April 16. Curtis, Neath.

MAYNARD, ROBERT, Bishopsworth, Somerset, Gent. April 16. Sweet and Burroughs, Bristol.

MORLEY, JAMES SIMPSON, Heaton Mersey, Lancaster. April 15. Atkinson and Co, Manchester.

NODDER, WILLIAM, Ferryfrystones, York, Corn Miller. April 16. Atwood and Son, Pontefract.

OPENSHAW, SQUIRE, Elton within Bury, Lancaster, Grocer. April 9. Grundy, Bury.

PICKUP, ANT, Rochdale, Lancaster. April 15. Standing and Taylor, Rochdale.

POSSONBY, CATINA, The Grove, Stratford, Essex. April 10. Leman and Co, Lincoln's inn fields.

POWELL, WILLIAM, Oldbury, Worcester, Tobacconist. April 23. Wright and Co, Oldbury.

SANGSTER, GEORGE, Wilson st, Limehouse, Mariner. April 4. Lindo and Co, Coleman st.

SLATER, MARY, Hawkshead, Lancaster. April 9. Sykes, St Swithin's lane.

SMITH, RICHARD, Preston, Lancaster, Plasterer. May 1. Banks, Preston.

TAYLOR, THOMAS, Lancaster, Wine and Spirit Merchant. April 9. Clark and Co, Lancaster.

TURNER, ELIZA, Overton rd, Brixton. April 4. Lindo and Co, Coleman st.

WALLACE, ROBERT, Kirkdale. April 1. McGowan, Liverpool.

WALTERS, JOHN, Milton next Gravesend, Kent, Pilot. April 4. Drawbridge, Rochester.

WILCOCK, JOHN, Galgate in Ellet, Lancaster, Licensed Victualler. April 9. Clark and Co, Lancaster.

WILLIAMS, THOMAS, Prince's park, Liverpool, Gent. May 1. Rowe and Co, Liverpool.

WOODWARD, FRANCES, Southport, Lancaster. April 5. Welsby and Co, Southport. [Gazette, Mar. 8.]

AURIOL, REV. EDWARD, Mecklenburgh sq, Clerk in Holy Orders. April 21. Woodroffe, New sq, Lincoln's inn.

BACON, ELIZABETH, Brandram, Lee, Kent. April 12. Baylis and Pearce, Church ct, Old Jewry.

BARRETT, SELINA, Clevedon, Somerset. March 25. Newman and Co, Yeovil.

BENYON, LILLIA ISABELLA MARIA, Hill st, Berkeley sq. April 8. Benyon, Aylward, Starmore.

BIDDLEY, CONSTANCE PETRONELLA, Ledbury, Hereford. May 9. Stevens, Queen Victoria st.

BIGHAM, RACHAEL, Llandenny, Monmouth. April 11. Williams, Monmouth.

BRIDGE, JOHN, Freetown, Bury, Beerseller. April 16. Grundy, Bury.

BRIBBLEY, ELIZABETH ANNE KENTON, Bury, Lancaster. April 15. Woodcock, Bury.

BRIBBLEY, WILLIAM KENTON, Bury, Lancaster, Draper. April 15. Woodcock, Bury.

CARRIGAN, WILLIAM PERCIVAL, Ramsgate, Kent, Retired Paymaster R.N. April 10. Hubbard, Chancery lane.

CRAGE, SAMUEL, Everton, nr Liverpool, Retired Blockmaker. April 20. Banks and Kendall, Liverpool.

CROSSLEY, REBECCA, Halifax. May 7. Sutcliffe, Hebden Bridge.

ELIAS, THOMAS, Bedwellty, Monmouth, Agent. Mar 31. Morgan, Cardiff.

FENN, HENRY, Desford, Leicester, Farmer. April 1. Miles and Co, Leicester.

GEAKE, THOMAS ROBERT, Yeovil, Somerset, Cabinet Maker. Mar 25. Newman and Co, Yeovil.

GREENWOOD, ELIZABETH, Stone Bower in Burton, York. Nov 30. Hartley, Settle.

HALE, FORD, Albert sq, Clapham, Gent. April 11. Kempster, Lower Kennington lane.

HAMMOND, EMILY, Yeovil, Somerset. April 2. Newman and Co, Yeovil.

HANSON, WILLIAM, East Moulsey, Surrey, Coal Merchant. April 25. Cann and Son, Fenchurch st.

HUTCHINSON, SARAH, Moss Side, Manchester. April 18. Chapman and Co, Manchester.

JONES, ARTHUR, Queen st, Mayfair. April 9. Button and Co, Henrietta st, Covent garden.

JONES, MATTHEW, Carshalton, Surrey, Corn Merchant. April 14. Saxelby and Faulkner, Ironmonger lane.

MACKENZIE, MURDO, Ullapool, Ross-shire, Esq. March 25. Johnson and Co, Manchester.

MILLER, GEORGE, Brentre, Gloucester, Esq. April 30. Mendo-King and Biggs, Bristol.

MORLEY, JOHN, sen, Gt Fenton, Stafford, Potter. April 17. Julian, Burslem.

NORRIS, SAMUEL HOLKER, Altrincham, Chester, Esq. April 30. Cunliffe and Co, Manchester.

NOWLAN, JAMES CHARLES, Chorlton cum Hardy, nr Manchester, Esq. April 25. Grundy and Son, Manchester.

PARTINGTON, JOHN, Worsley, Lancaster. April 30. Atkinson and Co, Manchester.

PELL, SARAH, Ealing green, Ealing. April 11. Johnson and Master, Southampton buildings, Chancery lane.

PILKINGTON, THOMAS, Crook Hey Leyland, nr Preston, Lancaster, Gent. April 25. Brewis, St Helen's.

RODGERS, WILLIAM, Burslem, Stafford, Butty Collier. April 4. Julian, Burslem.

ROOSE, BENJAMIN, Frondog, Anglessea, Solicitor. April 2. Griffiths Holyhead.

SAIT, HENRY, Southampton, Beer Retailer. Apr 21. Harle, Castle st, Holbott.

SEWELL, ISAAC WILLIAM, Gresham House, Old Broad st, Solicitor. Apr 30. Morten and Cutler, Newgate st.

SHEPHERD, JAMES, Ulverston, Lancaster, Miller. Apr 1. Butler, Broughton in Furness.

SOULBY, Rev HENRY DAWBER, Hunworth Rectory, Norfolk, Clerk. June 1. Andrew and Co, Gt James st, Bedford row.

THOMSON, GEORGE LATHAM, St Charles sq, Notting hill, Colonel in the Army. May 2. Sladen and Mackenzie, Delabay st.

THORPE, SAMUEL, Toxteth pk, nr Liverpool, Gent. Apr 11. Thornely and Dismore, Liverpool.

TURNER, BENJAMIN, Whitfield, Kent, Farmer. Apr 6. Mowll, Dover.

TYLER, MARY ANN, Didcot, Berks, Hotel Proprietor. Apr 12. Tyler, Birmingham.

WADE, JOHN ROBERT, Craven st, Strand, Gent. Apr 15. Thurgood, Lonsdale chambers, Chancery lane.

WILLETS, HANNAH, Camberwell New rd. May 1. Wilson and Son, Basinghall st.

YOUNG, JANE, Fenton, Wooler, Northumberland, Domestic Servant. May 1. Gray, Berwick upon Tweed.

[Gazette, Mar. 11.]

LEGISLATION OF THE WEEK.

HOUSE OF LORDS.

MARCH 17.—BILLS READ A THIRD TIME.

Alkali, &c., Works Regulation, Rivers Conservancy and Floods Prevention.

MARCH 18.—BILL READ A THIRD TIME.

PRIVATE BILL.—North Lavel and Nene Outfall.

MARCH 21.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Cambridge University and Town Gas, Lydd Railway, Metropolitan and District Railways (City Lines and Extensions), Metropolitan Railway, North and South Woolwich Subway, Sheffield Water.

Local Governments Provisional Order (Godalming, &c.).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Colne and Marsden Local Board, Canada Company.

ROYAL ASSENT.

The Royal Assent was given by Commission to the Peace Preservation (Ireland) Bill.

HOUSE OF COMMONS.

MARCH 17.—BILL READ A SECOND TIME.

PRIVATE BILL.—Exeter Tramways.

BILL READ A THIRD TIME.

PRIVATE BILL.—Manchester, Sheffield, and Lincolnshire Railway (additional powers).

MARCH 18.—BILL READ A SECOND TIME.

Maintenance Law Amendment (referred to Select Committee).

BILLS READ A THIRD TIME.

PRIVATE BILL.—Cleveland Extension Mineral Railway, Sea Fisheries (Clam and Bait Beds).

MARCH 21.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Byker-bridge (Newcastle-upon-Tyne), Colonial Company (Limited), Greenwich Dock and Railway.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Ramsay and Somersham Junction Railway, Sevenoaks Gas, West Ham Local Board.

BILL READ A FIRST TIME.

Army Discipline and Regulation Continuance.

MARCH 22.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Gosport-street Tramways.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Coventry Canal Navigation, Westgate and Birchington Gas.

BILL READ A FIRST TIME.

Consolidated Fund (No. 2).

MARCH 23.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Brading Harbour, Copland's Patent, East London Water, Ruthin and Cerrig-y-Druidion Railway.

Agricultural Tenants' Compensation, Agricultural Tenants' Compensation (No. 2), Leases, Consolidated Fund (No. 2).

BILL READ A FIRST TIME.

Bill for the Transfer of Property held for the use and service of the Inland Revenue to the Commissioners of Her Majesty's Works and Public Buildings, and for other purposes (Mr. Shaw-Lefevre).

SALES OF ENSUING WEEK.

March 29.—Messrs. DEBENHAM, TEWSON, FARMER, & BRIDGEWATER, at the Mart, at 2 p.m., Reversions (see advertisement, March 13, page 4).

March 30.—Messrs. HARVEY & DAVIDS, at the Mart, at 2 p.m., Leasehold Office Property (see advertisement this week, page 3).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

FORD.—March 21, at Highgate, the wife of Arthur Ranken Ford, of 4, South-square, Gray's-inn, solicitor, of a daughter.

MACRAE.—March 15, at 7, Lancaster-street, Lancaster-gate, W., the wife of C. C. Macrae, barrister-at-law, of a son.

TWISS.—March 17, at Beverley, Yorkshire, the wife of E. C. Twiss, stipendiary magistrate, Hull, of a son.

DEATHS.

COBBETT.—March 11, at 20, Brompton-crescent, James Paul Cobbett, of Lincoln's-inn, barrister-at-law, aged 77.

SNODY.—March 8, at 26, Gasfield-square, Edinburgh, Andrew Snody, solicitor before the Supreme Court, aged 86.

The Central Pacific Coal and Coke Company offer £71,600 for subscription, being the unissued portion of their £150,000 eight per cent. debentures, which are secured by a first mortgage upon the San Pete Valley Railway, and upon their 6,000 acres of freehold coal property. The money will be spent upon completing the railway connecting the company's coal-fields with the railways of Utah and the general system of the United States. For the construction of the line, and acquisition of the company's property, there have been already issued £78,400 of the debenture capital; and of the balance of £71,600 now offered for subscription, £38,400 have been applied for on condition of the remainder being subscribed. The bonds are offered at the rate of £90 per bond.

LONDON GAZETTES.

BANKRUPTCY.

FRIDAY, March 13, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Carr, William Taylor, Herne villas, Dulwich, Accountant. Pet Mar 15. Hazlitt. Apr 1 at 11.30

Posno, Joseph Maurice, Limmer's Hotel, Conduit st. Pet Mr. 11. Hazlitt. Mar 30 at 12

Sage, Henry, Bonsall ter, Peckham, Baker. Pet Mar 16. Pepsy. Mar 30 at 11.30

Serra, Sebastian, Minories, Cork Merchant. Pet Mar 16. Pepsy. Mar 30 at 12

Wilson, James, Sussex st, Pimlico, Upholsterer. Pet Mar 16. Pepsy. Mar 30 at 12.30

To Surrender in the Country.

Barnford, Walter, Nottingham, Ironmonger. Pet Mar 14. Patchitt. Nottingham, Apr 11 at 3.30

Chapman, Joseph, Joseph Beardsall, and Samuel Tomlinson, Nottingham, Engineers. Pet Mar 10. Patchitt. Nottingham, Apr 11 at 3

Bowyer, Stephen Charles, Maidstone, Kent, Plumber. Pet Mar 15. Scudamore. Maidstone, March 31 at 12

Edwards, William, Gloucester, Innkeeper. Pet Mar 16. Riddiford. Gloucester, Mar 30 at 11

Hands, Dudley Alleyb, West Bromwich, Stafford. Pet Mar 16. Watson. Oldbury, Mar 30 at 11

Mills, Richard, Winchcomb, Gloucester, Bootmaker. Pet Mar 14. Gale. Cheltenham, Apr 4 at 11

Pratt, James Lawrence, Droydsden, Lancaster, Licensed Victualler. Pet Mar 14. Hall. Ashton under Lyne, Mar 31 at 11

TUESDAY, Mar. 22, 1881.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Coppin, William, Queen Victoria st, Engineer. Pet Mar 15. Hazlitt. Apr 1 at 11

Powell, Edward O'Donovan, Gipsy-hill, Upper Norwood, Ex-Captain of Royal Marines. Pet Mar 17. Hazlitt. Apr 6 at 12

Warren, Charles Edmund, Middle row pl, High Holborn, Proprietor of the Royal Navy List. Pet Mar 18. Pepps. Apr 6 at 12
 Wilde, William Charles Kingsbury, Ovington sq. Pet Mar 18. Pepps. Apr 6 at 12.30

To Surrender in the Country.

Benke, Albert, Bedminster, Bristol, Cordwainer. Pet Mar 17. Harley, Bristol, Apr 4 at 2
 Cowburn, John Mitchell, Cleckheaton, York, Drysalter. Pet Mar 19. Lee, Bradford, Apr 5 at 12
 Crofton, Sir Morgan, Bart, Ascot, Eton, Oxford. Pet Dec 21. Bishop, Oxford, Apr 4 at 12.30
 Denman, William, Amersham vale rd, New Cross, Shipwright. Pet Mar 18. Pitt-Taylor, Greenwich, Apr 12 at 1
 Edwards, William, Gloucester, Innkeeper. Pet Mar 16. Riddiford, Gloucester, Apr 1 at 11
 Powdrell, Richard, Wem, Salop, Farmer. Pet Mar 18. Peele, Shrewsbury, Apr 5 at 11
 Surman, James, Oxford, Carman. Pet Mar 19. Bishop, Oxford, Apr 4 at 11.30

BANKRUPTCIES ANNULLED.

FRIDAY, Mar. 18, 1881.

Stacy, Charles Percy, Leytonstone, Essex, Clerk. Mar 11
 Ruffie, John, Wroxall, Isle of Wight, Commission Agent. Mar 9

TUESDAY, Mar. 22, 1881.

Hughes, Joseph Samuel, Higher Broughton, nr Manchester, in no business. Mar 9
 Price, John, Alma rd, Wandsworth, Builder. Mar 1

Liquidations by Arrangement.

FIRST MEETINGS OF CREDITORS.

FRIDAY, March 18, 1881.

Akrl, Henry, Beverley, York, Gun Maker. Mar 28 at 1.30 at the George Hotel, Whitefriargate, Kingston-upon-Hull. Leak and Co, Kingston-upon-Hull
 Armstrong, David, Bishop Auckland, Durham, Farmer. Mar 29 at 11 at offices of New, inn, Market pl, Bishop Auckland
 Bailey, Joseph, Little Bolton, Lancashire, Earthenware Dealer. Mar 31 at 3 at the Mitre Hotel, Cathedral gates, Manchester. Robinson, Bolton
 Ball, Alfred James, Southsea, Hants, Hardwareman. April 1 at 4 at offices of King, North st, Portsea
 Barnes, Edward Wheeler, Whitechapel rd, Stationer. Mar 31 at 2 at offices of Cogswell, Argyll st, Regent st. Kent, Bread st
 Baron, Cornwell, Liverpool, Tobaccoist. Mar 30 at 3 at offices of Lupton, Sweeting st, Liverpool
 Bartlett, Edward, Westow Hill, Upper Norwood, Baker. Mar 29 at 3 at offices of Eborborough and Dean, Queen Victoria st
 Batten, John, Pendock, Worcester, Surgeon. April 1 at 12 at offices of Brookes and Badham, Tewkesbury
 Beesley, Alfred, Kettering, Northampton, Plumber. Mar 30 at 3 at offices of Rawlins and Son, Kettering
 Bebington, Samuel, Cowley Mill rd, Hillingdon, Builder. Mar 30 at 3 at the Chequers Hotel, Uxbridge. Woolls and Co, Uxbridge
 Bent, Charles Austin, Birmingham, Jewel Case Maker. Mar 31 at 12 at offices of Jorke, New st, Birmingham
 Bentley, William Henry, Nottingham, Painter. March 30 at 3 at offices of Cranch, Poultry arcade, Nottingham
 Betts, Emma, Harpurhey, Manchester, Provision Dealer. April 4 at 3 at offices of Nuttall and Son, John Dalton st, Manchester
 Brook, Squire, Shipley, York, Licensed Victualler. March 28 at 3 at offices of Neill, Kirkgate, Bradford
 Brookwell, John, Cunard st, Camberwell, Coachsmith. April 5 at 3 at offices of Thompson, Great Doyce st, Borough
 Brown, George, Whitlesey, Cambridge, Miller. April 1 at 12 at office of Graves and Reeve, High Causeway, Whitlesey
 Brown, John, Barnsley, Shopkeeper. March 31 at 11 at offices of Marshall and Ownsworth, Church st, Barnsley
 Brown, Mary, and Maria Brown, Birkenhead, Car Proprietors. March 28 at 4 at offices of Bleakley and Downham, Hamilton sq, Birkenhead
 Butterworth, John, Chadderton, Lancaster, Grocer. March 30 at 3 at Coach and Horses Inn, Church lane, Oldham. Buckley and Matkinson, Oldham
 Campbell, Daniel, Northwich, Chester, Grocer. March 31 at 12 at offices of Green and Dixon, Castle chmbrs, Nantwich
 Cawdron, William, Donington, Lincoln, Farmer. March 31 at 12 at offices of Dyer, Church lane, Boston
 Charles, Joseph, Wolverhampton, out of business. March 30 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
 Chisholm, Samuel Robertson, North Shields, Music Hall Proprietor. March 31 at 3 at Ballarat Hotel, Borough rd, North Shields
 Clark, Arthur, Derby, Hatter. March 31 at 3 at offices of Hextall, Full st, Derby
 Clark, Joseph, Britannia st, Gray's inn rd, Dairyman. March 28 at 2 at offices of Morphet, King st, Cheapside
 Clayton, Walter, Blackstock rd, Finsbury park, Draper. March 31 at 3 at offices of Cooper, Lincoln's inn fields
 Coleman, James Albert, Guildford, Surrey, Assistant. April 4 at 3 at 12, Regent st, Cheltenham. Billings
 Collins, Stephen, Banbury, Innkeeper. April 7 at 11 at offices of Kilby and Mace, High st, Banbury
 Cooke, Thomas Cummings, Birkenhead, Chester, Insurance Clerk. March 31 at 3 at offices of Leeming, Duncan st, Birkenhead. Thompson, Birkenhead
 Cooke, William, Bedford, Tobaccoist. April 2 at 12 at offices of Creditors' Association, Arthur st East. Wood and Wootton, Fish at hill
 Corbin, Thomas, Derby, Engineer. April 5 at 3 at Midland Hotel, Derby. Moody, Derby
 Crook, William, Walton-le-Dale, Lancaster, Innkeeper. April 5 at 3 at offices of Charney and Finch, Fox st, Preston
 Culver, Aquila, West Green rd, Tottenham, General Dealer. March 31 at 4 at Excise Coffee house, Old Broad st
 Darby, George, High Wycombe, Bucks, Grocer. March 31 at 11 at White Hart Hotel, Maidenhead. Clarke, High Wycombe

Davenport, James, Hulme, Lancaster, Grocer. April 4 at 3 at offices of Almond, Kennedy st, Manchester
 Deller, James Henry, Ladbroke grove rd, Notting Hill, Tobaccoist. April 2 at 11 at Ashley's Covent Garden Hotel, Henrietta st, Covent Garden. Upton, John st, Adelphi
 Desman, George, Shepton Beauchamp, Farmer. April 6 at 11 at offices of Paul, Court Barton, Ilminster
 Dicks, Daniel, Melcombe Regis, Dorset, Boot Dealer. April 4 at 2 at offices of Williams and Co, the Exchange, Bristol
 Douglas, William Arter, Langham st, Lodging house Keeper. Mar 30 at 3 at offices of Andrews and Mason, Ironmonger lane, Cheapside
 Foss and Legg, Abchurch lane
 Drew, Elizabeth, and Louisa James, Derrick street, Rotherhithe, Outfitters. April 4 at 3 at offices of Roberts, Quality ct, Chancery lane
 Drew, Thomas Henry, Walsall, Stafford, Engineer. March 31 at 11 at offices of Smith, Lich gales, Wolverhampton
 Duftill, Thomas, Kingston-upon-Hull, Fish Merchant. March 29 at 3 at offices of Singleton, Cogan's chmbrs, Bowlalley lane, Kingston-upon-Hull
 Easby, Menforth Andrew, Thirsk, York, Keeper of the Porter Vaults. March 30 at 11 at offices of Swarbrick and Rhodes, Thirsk
 Ely, William, Huddersfield, Cotton Doubler. Mar 30 at 3 at offices of Ramsden and Co, John William st, Huddersfield
 Englishby, Thomas, Wigan, Lancaster, Eating House Keeper. Apr 4 at 11.30 at offices of France, Churchgate, Wigan
 Evans, Sarah, Leabrook, near Wednesbury, Stafford, Earthenware Manufacturer. March 30 at 11.30 at offices of Sheldon, High st, Wednesbury
 Eynon, John, Langwm, Pembroke, Farmer. April 2 at 11 at offices of Lascelles, Narberth
 Farthing, Frederick William, Fenchurch st, Tailor. March 28 at 2 at offices of Terry, King st, Cheapside
 Ferguson, John, Wolverhampton, Paper Dealer. March 30 at 11 at offices of Rhodes, Queen st, Wolverhampton
 Fisher, Thomas William, Kingston-upon-Hull, Leather Merchant. March 31 at 12 at Queen's Hotel, Leeds. Salmon, Hull
 Fox, Joseph Pridmore, Desford, Leicester, Farmer. March 31 at 1 at the Trade Protection Society, New st, Leicester. Miles and Co, Leicester
 Gabbott, John, Levenshulme, near Manchester, Provision Dealer. March 31 at 3 at offices of Barrow and Smith, Cross street, Manchester
 Gale, Frederick, Bloomsbury, Bookbinder. April 5 at 2 at offices of Gorton, Bedford row
 Gates, James, Cambridge rd, Bethnal Green, Coach Painter. Mar 28 at 3 at offices of Vernece, New Broad st
 Gibbons, James, Mumby, Lincoln, Farmer. March 29 at 3 at offices of Rossi Hammond, Alford
 Gilbert, Stephen, West Bromwich, Stafford, Beer Retailer. April 5 at 11 at offices of Jackson and Sharpe, High st, West Bromwich
 Goodwin, Charles Herbert, Bristol, Printer. April 4 at 3 at offices 38, Nicholas st, Bristol. Losely and Battiscombe, Leicester
 Greenall, Thomas, Liverpool, Lithographic Printer. April 1 at 12 at offices of Paynter, South Castle st, Liverpool
 Griffin, George Henry, High st, South Norwood, Dairyman. March 28 at 12 at Metropolitan Hotel, South pl, Finsbury. Hoyle, Throgmorton st
 Gudgein, Charles, Bedford, Cattle Dealer. March 31 at 4 at George Hotel, Bedford. Conquest and Clare, Bedford
 Guest, Robert, Atherton, Lancaster, Wine Dealer. April 12 at 3 at offices of Grundy and Co, Booth st, Manchester
 Haigh, Edwin Clayton, Waddington rd, Stratford, Licensed Victualler. March 26 at 12 at Mason's Hall Tavern, Mason's avenue, Basingstoke
 Haigh, James Frederick, Halifax, Sizing Merchant. March 31 at 11 at offices of Leeming, Westgate, Halifax
 Handford, John, Hyde, Chester, Grocer. April 6 at 3 at Mitre Hotel, Cathedral gates, Manchester. Lowndes, Manchester
 Harrison, John Gregory, Little Gomersal, York, Innkeeper. April 4 at 11 at offices of Curry, Cleckheaton
 Hemms, Elizabeth, Exeter, Innkeeper. March 31 at 11 at offices of Campion, Bedford circus, Exeter
 Hewison, George, Middleborough, Shoe Dealer. March 29 at 2.30 at Bell Hotel, Humberston gate, Leicester. Lewis, Middleborough
 Hodgkinson, James, Rostherne, Chester, Schoolmaster. March 31 at 3.30 at offices of Sale and Co, Mosley st, Manchester
 Hooper, Frederick, Stone, nr Dartford, Builder. April 2 at 11 at Bull Inn, Dartford. Plunkett and Leader, St Paul's Churchyard
 Hunt, William, New Zealand, Derby, Innkeeper. April 4 at 3 at the Temperance Hotel, Corn Market, Derby. Close, Derby
 Hussey, Thomas Alfred, and Alfred Blanchard, Keymer, St. James's st, Jewellers. March 25 at 2 at Inns of Court Hotel, High Holborn. Leslie, Conduit at
 James, William, St. Clears, Carmarthen, Grocer. March 28 at 10.5 at offices of Morris, 5, Quay st, Carmarthen
 Langdale, James, Manchester, Paper Merchant. April 1 at 3 at offices of Watts, 15, Cooper st, Manchester
 Latham, Frederick, (and not Sulham, as previously advertised) London rd, Enfield, Boot and Shoe Factor. March 29 at 2 at offices of Steadman and Co, 31, Southampton st, Strand
 Mansfield, Richard, and William Mansfield, Syston, Leicester, Carpenters. March 31 at 12 at offices of Kirby and Woodcock, 16, Market st, Leicester
 Matthews, John Owen, Woodbridge, Suffolk, Clothier. March 31 at 2 at offices of Chidley, 25, Old Jewry
 Meling, James, Orrell, Lancaster, Innkeeper. March 31 at 3 at offices of Wood, 11, Victoria bldgs, King st, Wigan
 Michelmore, Thomas Wilson, Bournemouth, Hants, Solicitor. April 7 at 2.30 at offices of Aldridge, 2, Westover villas, Bournemouth
 Miller, Mary Bridget, Yeovil, Grocer. March 30 at 11 at Wood's Hotel, Fumival's inn. Watts, Yeovil
 Naldrett, John, Worthing, Sussex, Grocer. Apr 1 at 2 offices of Verrall, Chapel rd, Worthing

Arnold, Thomas, Wolverhampton, Grocer. March 31 at 3
 at office of Birmingham
 Barnes, James, Bushbury, Stafford, Butcher. Mar 31 at 11 at offices
 of Weston, Queen st, Wolverhampton
 John, Holloway rd, Chemist. March 31 at 3 at offices of
 Wigham and Co, Finsbury circus. Shephard and Sons, Finsbury
 circus
 Phillips, James, Gloucester, Fruiterer. March 31 at 11 at offices of
 Champey, College ct, Gloucester
 Farrow, William Henry, Manchester, Importer of Fancy Goods.
 March 7 at 3 at offices of Sutton and Elliott, Fountain st, Man-
 chester
 Percy, John, Pickering, York, Draper. March 31 at 2.45 at the
 Albert's North Eastern Hotel, York. Learoyd and Co, Hudders-
 field
 Price, Thomas, Bilston, Stafford, Licensed Victualler. March 31 at
 11 at Globe Hotel, Mount Pleasant, Bilston. Bowen, Mount Plea-
 sant
 Prior, James Holbrow, Edith ter, West Kensington, Grocer. April 4
 at 3 at offices of Rodgers and Clarkson, Walbrook
 Pinner, Charles, Bedford, Surveyor. March 29 at 11 at George Hotel,
 Bedford. Joseph, Bedford
 Robinson, George William, Swineshead, Northend, Lincoln,
 Innkeeper. March 29 at 12 at offices of Bailes, Church lane,
 Boston
 Rhodes, Joseph, Wilsden, near Bingley, York, Clogger. March 30
 at 11 at the Adelphi Hotel, Westgate, Bradford. Stansfeld,
 Halifax
 Ricardo, Elias, Fenchurch st, Tobacco Broker. April 6 at 2 at offices
 of Hilbery, Billiter at
 Edises, Benjamin Boyt, Okeford, Fitzpaine, Dorset, Farmer. Mar 31
 at 11 at offices of Brennan and Blandford
 Robinson, Samuel, Kingston-upon-Hull, Watchmaker. March 29 at
 1.30 at offices of Summers, Manor st, Kingston-upon-Hull
 Samson, William, Doncaster, York, Clothier. April 4 at 12 at Black
 Bull Hotel, Market pl, Doncaster
 Schofield, Samuel Charles, Bretton West, near Wakefield, Farmer.
 March 30 at 3 at offices of Kemp, Barstow sq, Wakefield
 Scott, Walter, Sheffield, Chemist. April 1 at 12 at offices of Tatter-
 shall, North Church st, Sheffield
 Shaw George, Wolverhampton, Grocer. March 31 at 11 at offices of
 Willcock, Queen st, Wolverhampton
 Smith, Thomas Henry, Buckingham, Auctioneer. April 4 at 12 at
 offices of Mallam, High st, Oxford
 Stanton, Alfred, Hinxworth, Hertford, Carpenter. March 31 at 3 at
 Black Lion Inn, Stotfold. Nash, Royston
 James, John, Clowne, Derby, Miner. April 1 at 3 at offices of Binney
 and Co, Queen st chmbrs, Sheffield
 Statham, Joseph, Swineshead, Lincoln, Miller. March 31 at 12.15 at
 Red Lion Hotel, Boston. Page, Lincoln
 Swain, John, Wrangle, Lincoln, Farmer. March 28 at 12 at Red Lion
 Hotel, Boston. Bailes, Boston
 Talboys, Charlotte, Teignmouth, Lodging House keeper. March 30
 at 8.30 at offices of Whidborne and Foster, Teignmouth
 Taylor, Robert, Cammeringham, Lincoln, Farmer. March 31 at 11
 at offices of Tweed and Co, Saltergate, Lincoln
 Thomas, Edwin James, Oxford, Coal Merchant. April 6 at 2 at
 Acorn Hotel, Temple st, Birmingham. Druce, Oxford
 Thomas, John Rees, Lisaworney, nr Cowbridge, Glamorgan, Farmer.
 April 6 at 2 at offices of Jenkins, Philharmonic chmbrs, Cardiff.
 Stockwood, Jun, Bridgend
 Thompson, Edward, Carlisle, Police Constable. March 31 at 11 at
 offices of Wannop, Scotch st, Carlisle
 Turner, George, Newport, Salop, Licensed Victualler. March 31 at
 1 at Swan Hotel, Stafford. Podmore, Stafford
 Twist, Charles, Sparkbrook, General Dealer. March 31 at 3.30 at
 offices of Buller and Bickley, Bennett's hill, Birmingham
 Underhill, Edwin, Oldbury, Worcester, Malster. March 31 at 3
 at offices of Forrest, Church st, Oldbury
 Vardon, Jean, Torquay, Fancy Draper. April 1 at 12 at offices of
 Lindop, Fleet st, Torquay
 Wade, John Thomas Richardson, Holgate, York, Grocer. March
 29 at 2 at offices of Peters, New st, York
 Wales, John, Batley, York, Common Carrier. March 30 at 2 at
 offices of Booth and Sons, Hanover st, Batley. Watts and Son,
 Dewsbury
 Warburton, Richard, Altrincham, Chester, Stone Mason. March 30
 at 2 at offices of Tremewen, Ward's bldgs, Deansgate, Manchester
 Waters, Reynolds, Southport, Lancaster, Agent. March 31 at 10 at
 offices of Linaker, Eastbank st, Southport. Peck, Wigan
 Waterworth, John, Manchester, Tobacco Manufacturer. March 31
 at 3 at offices of Leigh, Brown st, Manchester
 Whitaker, John Coker, Stretford, nr Manchester, Coach Proprietor.
 March 30 at 3 at offices of Gardner, Cooper st, Manchester
 Wild, William Isaac, and John Henry Wild, Nantwich, Chester,
 Boot Manufacturers. March 31 at 3 at offices of Johnston, Vernon
 st, Stockport
 Wilkinson, Horace Mountford, and George Wilkinson, Theobald's
 rd, Glasse Merchants. March 31 at 2 at offices of Nazer, Castle st,
 Liverpool
 Williams, George, Disbury, Lancaster, Beer Retailer. March 29 at
 3 at offices of Farrington, Princess st, Manchester
 Wilson, James, Denton, Lancaster, Innkeeper. April 1 at 3 at office
 of Barrow and Smith, Cross st, Manchester
 Wichell, Job, Bridgend, Glamorgan, Boot Dealer. March 30 at 3 at
 offices of Tribe and Co, Albion chmbrs, Bristol. Winterbotham,
 Stroud
 Worley, George Lancetor, Baldock, Herts, Butcher. April 9 at 1 at
 Railway Inn, Hitchin. Fenton, Kingeland rd
 Wright, Richard Matthews, Ashton-under-Lyne, Coal Merchant.
 April 4 at 3 at offices of Hyde, Stamford st, Stalybridge

TUESDAY, Mar. 22, 1881.

Allen, Edward, Portland, Dorset, Master Mariner. April 5 at 11 at
 offices of Howard, East st, Weymouth
 Andrews, John, Ramsgate, Snack Owner. April 14 at 2 at offices
 of Sparkes, Harbour st, Ramsgate
 Andrews, Richard James, Kingsnorth, Kent, Dairyman. April 6 at
 11 at 20, Bank st, Ashford
 Ashwell, Herbert, Knight Rider st, Mantle Manufacturer. April 13
 at 3 at 111, Cheapside. Maitland, Knight Rider st
 Astwood, George (not Ashwood as erroneously printed in Gazette of
 16th inst) Burnley, Joiner. March 31 at 2 at Bull Hotel, Burnley.
 Charney and Finch, Preston
 Badham, Charles, Upton-on-Severn, Worcester. April 5 at 11 at
 offices of Powell, Upton-on-Severn
 Beer, Albert, Canterbury, Picture Dealer. April 4 at 12 at offices of
 Colliard, Castle st, Canterbury
 Bellamy, Charles John, Birmingham, out of business. April 4 at 3
 at offices of Fallows, Cherry st, Birmingham
 Bliss, Charles Roden, Clarendon st, Cambervell New rd, Licensed
 Victualler. April 5 at 3 at 11, Ironmonger lane. White, Queen st,
 Cannon st
 Blood, Robert, Solihull, Warwick, Draper. April 4 at 12 at offices
 of Mitchell and Son, Ann st, Birmingham
 Boardman, John, Kingston-upon-Hull, Potato Merchant. April 6 at
 3 at offices of Singleton, Cogan's chmbrs, Bowdley lane, King-
 ston-upon-Hull
 Bottomley, Joe, Bailey, York, Grocer. April 2 at 2 at offices of
 Wooler and Wooler, Exchange bldgs, Batley
 Bourne, Richard Henry, Snedshill, Shifnal, Salop, out of business.
 April 2 at 11 at offices of Leake, High st, Shifnal
 Bramham, James, and John Bramham, Wash-upon-Deane, York,
 Contractors. April 4 at 11 at offices of Nicholson and Co, East
 parade, Sheffield
 Broderick, Richard, Dewsbury, York, Contractor. April 4 at 3 at
 offices of Shaw, Bond st, Dewsbury
 Brooke, Joseph, Bollington, nr Macclesfield, Cotton Spinner. Apr
 5 at 3 at offices of Wood and Co, 19, Brazenose st, Manchester
 Brown, George Thomas, Pontypridd, Glamorgan, Grocer. April 5
 at 12 at the Queen's Hotel, Cardiff. Davies, Pontypridd
 Brown, Mary, and Maria Brown, Birkenhead, Car Proprietresses.
 March 28 at 3 at offices of Thompson, 34, Hamilton st, Birkenhead
 Butters, William, New Cle, Lincoln, Boot Maker. April 2 at 11 at
 offices of Stephenson and Mountain, Great Grimsby
 Brown, Thomas, Bingley, York, Mason. April 4 at 11 at the Credit-
 ors' Association, Godwin st, Bradford
 Chatfield, Charles, Fulborough, Sussex, Licensed Victualler. April
 7 at 3 at the Railway Inn, Fulborough. Lamb and Evert, Bright-
 on
 Cooper, Rous John, Dudley, Worcester, Brewer. April 4 at 12 at
 offices of Worthington, Castle st, Dudley
 Cox, John, Bristol, Publican. March 31 at 12 at offices of Triggs,
 Broad st, Bristol. Benson and Carpenter, Bristol
 Culliford, Frank William, Aberystwyth, Cardigan, Hotel Keeper.
 March 31 at 11 at offices of Jones, Great Dargate st, Aberyst-
 wyth
 Dalton, Alfred Thomas, Plumstead, Kent, Baker. March 30 at 11
 at offices of Whale, William st, Woolwich
 Daniel, Henry Charles, Penkull, Machine Clerk. April 4 at 3 at
 offices of Ashwell, Gleebe st, Stoke-upon-Trent
 Danson, Joseph, Rye lane, Peckham, Cabinet Maker. April 5 at 3
 at offices of Percival and Co, Cannon street. Richards, Bedford
 row
 Davidson, Percival, Catchburn, nr Morpeth, Farmer. April 7 at 11
 at offices of Armstrong and Sons, Royal arcade, Newcastle-upon-
 Tyne
 Davies, David, Hoole, near Chester, Corn Factor. April 2 at 12 at
 offices of Duncan and Pritchard, Bridge st, Chester
 Davis, John, Roehampton, Surrey, Coal Dealer. April 11 at 2 at
 offices of Mann, Essex st, Strand
 Deere, Richard Tuck Hopkins, Swansea, Steam Ship Broker. Mar
 31 at 2 at offices of Tribe and Co, Temple st, Swansea. Smith and
 Lawrence
 Eagle, Edward Lamb, Keeton's rd, Bermondsey, Oil and Colsurman.
 April 7 at 2 at offices of Armstrong, Fleet st. Armstrong, Chan-
 cery lane
 Edwards, Harriet, Flint, Grocer. April 4 at 2 at the Albion Hotel,
 Chester. Evans, Holywell
 Emes, William, Stow-on-the-Wold, Gloucester, Carpenter. April 1
 at 2 at the Unicorn Hotel, Moreton-in-Marsh. Barke, Moreton-
 in-Marsh
 Evison, Francis, Brigg, Lincoln, Grocer. April 4 at 11 at the Angel
 Inn, Brigg. Stephenson and Mountain, Gt Grimsby
 Fletcher, Richard, Uppingham, Rutland, Plumber. April 5 at 10.30
 at the White Hart Inn, Uppingham. Law, Stamford
 Fortzer, William, Lorpship lane, East Dulwich, Glass and China
 Merchant. March 31 at 12 at offices of Nash, New Bridge st
 Fuller, John George, Leicester, Tool Dealer. April 4 at 3 at offices
 of Wright, Belvoir st, Leicester
 Gigg, James, Woolburst, Sidmouth, Devon, Farmer. April 6 at 3
 at the Commercial Hotel, Sidmouth. Orchard, Exeter
 Grayson, James William, and William Henry Hardisty, Hunslet,
 Leeds, Machine Makers. April 1 at 2 at offices of Middleton and
 Sons, Calverley chmbrs, Victoria sq, Leeds
 Green, Furlow William, Halam, Nottingham, Farmer. April 4 at 2
 at the Assembly Rooms, Low pavement, Nottingham. Scott and
 Co, Lincoln's inn fields
 Griffiths, James, Mydrolly, Cardigan, Grocer. March 26 at 2 at the
 Black Lion Hotel, Newquay. Jones, Aberystwyth
 Grist, Charles, Landsaer ter, Upper Westbourne pk, Tea Dealer.
 March 30 at 3 at offices of Hope, Chancery lane
 Hambleton, Thomas, Birkenhead, Chester, Watchmaker. Apr 6 at
 3 at offices of Thompson, Hamilton st, Birkenhead
 Hart, Thomas, North Shields, Hotel Manager. March 31 at 3 at
 offices of Moody, Clayton st West, Newcastle-upon-Tyne
 Haywood, John, Walsall, Stafford, Beer Retailer. Apr 1 at 11 at
 offices of Loxton, the Bridge Walsall
 Hilman, Arthur, Queen's Crescent, Haverstock hill, Boot and Shoo
 Dealer. Apr 4 at 3 at offices of Brett, Finsbury pavement

Hodgson, Haggis, and William Haggis, Halifax, Worsted Spinners. Apr 5 at 11 at offices of Foster and Co, Townhall chambers, Halifax.

Hollins, James, Hanley, Stafford, Draper. Apr 4 at 12 at Royal Hotel, Crewe. Ashmall, Hanley.

Holloway, Joseph, Bishops Waltham, Hants, Insurance Clerk. Apr 4 at 3 at Crown Hotel, Bishops Waltham. Shutte, Southampton.

Horwood, Charles, Leighton Buzzard, Bedford, Builder. Apr 4 at 1 the Swan Hotel, Leighton Buzzard. Kilby and Mace, Banbury.

Jackson, George Edward, Carlton hill, Leeds, Bricklayer. Apr 1 at 3 at offices of Grisdale, Gt George st, Leeds.

James, Edwin, Margaret st, Cavendish sq, Gent. Apr 13 at 12 at offices of Stopher and Rundle, Coleman st.

Jehn, Edmund, Welshpool, Montgomery, Ironmonger. Apr 7 at 1 at offices of Jones, Severn st, Welshpool.

Jones, David, Sebastopol, Monmouth, Grocer. April 4 at 1 at offices of Danney, Albion chmbrs, Newport.

Kent, James, Swindon, Wilts, Cabinet Maker. April 4 at 10 at offices of Boodle, Albion bldgs, New Swindon.

Kimber, Edwin, Auckland st, Upper Kennington lane, Grocer. March 30 at 3 at Swan Hotel, Great Dover st, Southwark. Rashleigh, Allen terrace, Rotherhithe.

Lee, Thomas, Harlington Corner, near Hounslow, Licensed Victualler. April 7 at 3 at offices of Petter, Martin's lane, Cannon st. Young, Newgate st.

Lewis, Edmund, Boleyn rd, Kingsland Green, Builder. April 14 at 3 at offices of Hill, Cardiff. Child and Son, South sq, Gray's inn.

Lloyd, David, Aberystwyth, Cardigan, Master Mariner. March 30 at 11 at offices of Jones, Great Darkgate st, Aberystwyth.

Lloyd, William, Pentwyn Gladestry, Radnor, Farmer. April 5 at 10 at Oak Inn, Church st, Kingston.

Lucas, Walter, Henry, Salisbury, Wilts, Tailor. April 6 at 11.30 at Red Lion Hotel, Salisbury. Cobb and Smith, Salisbury.

Lund, James, Preston, Lancaster, Mineral Water Manufacturer. April 11 at 3 at offices of Cotman, Lune st, Preston.

Lupton, James, Sedburgh, York, Draper. April 5 at 11 at Black Bull Hotel, Sedburgh. Robinson, Sedburgh.

Madeley, Charles, Longton, Stafford, Builder. March 31 at 3 at offices of Hollinghead, Tunstall.

Maskell, John, Bomore rd, Notting hill, Undertaker. March 31 at 2 at offices of Harrison, Pancras lane, Queen st.

McWhire, John Thomas, Ashton-under-Lyne, Grocer. April 8 at 3 at offices of Almond, Kennedy st, Manchester.

Michell, Richard, Henrietta st, Covent Garden, Hotel Proprietor. April 11 at 12 at Mellon's Covent Garden Hotel, Southampton st.

Button and Co. Henrietta st.

Model, John, Montague st, Canning Town, Baker. April 6 at 3 at offices of Harman, Wool Exchange, Coleman st.

Morris, James Watkin, Birmingham, Draper. April 5 at 11 at offices of Ansell, Waterloo st, Birmingham.

Moss, Keltia William, Sloane st, Knightsbridge, Florist. April 12 at 2 at Guildhall Tavern, Gresham st, London.

Mowbray, Sydney Taber, and John Henry Higge, Pocock st, Blackfriars rd, Engineers. April 4 at 3 at offices of Percival and Co, Cannon st.

Nixon, Joseph, Birkdale, Lancaster, Joiner. April 6 at 3.30 at Houghton Arms Hotel, Houghton st, Southport. Sephton, Liverpool.

O'Keefe, John, Bradford, Grocer. April 6 at 3 at Creditors' Association, Godwin st, Bradford.

Orland, Thomas Green, Weedon, Northampton, out of business. April 1 at 11 at offices of Andrews, Market sq, Northampton.

Owens, William, Swansea, Cattle Dealer. March 31 at 11 at offices of Evans and Davies, Wind st, Swansea.

Palmer, Joseph, jun, Parkhouse st, Chamberwell, Boot Manufacturer. April 4 at 3 at offices of Hulbert, Coleman st.

Parker, Thomas, jun, Worcester, Postmaster. April 2 at 3.30 at offices of Corbett and Co, Foregate st, Worcester.

Parry, Francis James, Welshpool, Montgomery, Coal Merchant. Apr 8 at 12 at offices of Jones, Severn st, Welshpool.

Pierce, Thomas, Ton Ystrad, Glamorgan, Carpenter. April 4 at 2.30 at the Victoria Hotel, Pontypridd. Cooke, Pontypridd.

Pilkington, John, Burnley, Lancaster, Tailor. April 4 at 3 at offices of Sutcliffe, Nicholas st, Burnley.

Pitt, Henry Joseph, Manchester, Fruiterer. April 7 at 3 at offices of Myers, John Dalton st, Manchester.

Poole, Henry, Berks, Auctioneer. April 2 at 11 at Queen's Hotel, Newbury. Lucas, Newbury.

Potter, William, and Anne Potter, Shrewsbury, Selop, Cloth Manufacturers. April 4 at 3 at the Law Society, Talbot chmbrs, Shrewsbury. Nutsey, Shrewsbury.

Powers, Edward, Coventry, Varnish Manufacturer. April 4 at 11 at Craven Arms Hotel, High st, Coventry. Hughes and Massey, Coventry.

Precock, Robert, Thorne rd, South Lambeth, Oilman's Sundryman. April 8 at 3 at offices of Mason, North bldgs, Finsbury.

Quinnell, Robert, Milton-next-Sittingbourne, Kent, Grocer. April 5 at 2 at offices of Basset, Eastgate, Rochester.

Rawley, Samuel Henry, Hart st, Mark lane, Tailor. April 4 at 13 at Cannon st Hotel, Cannon st. French, Crutched friars.

Reed, Thomas, Truro, Cornwall, Draper. April 5 at 3 at offices of Hodge and Co, Pydar st, Truro.

Reynolds, William Nicholas, Cardiff, Glamorgan, Licensed Victualler. April 4 at 11.30 at offices of W. and S. Hern, 74, St. Mary st, Cardiff. Waldron and Son.

Richardson, George, Stockton-on-Tees, Farmer. March 30 at 3 at offices of Twedy, 50, High st, Stockton-on-Tees.

Rider, William, Pudsey, York, Flour Merchant. April 4 at 11 at offices of Tunncliffe, 67, Market st, Bradford.

Robins, Jacob William, Oak place, Stratford, Jeweller. April 11 at 3 at offices of Nye and Greenwood, Serjeant's inn, Fleet st.

Rowlands, Thomas Isaac, Gilfachgoch Glamorgan, Grocer. April 2 at 12 at offices of Lovett, 19, Duke st, Cardiff. Rosser, Pontypridd.

Ryder, Richard, Hawkesley rd, Stoke Newington, House Decorator. April 4 at 1 at the Masons' Hall Tavern, Masons' avenue, Basinghall st. Ede, Lower Rushmore rd. Clapton.

Scott, John, Hartlepool, Durham, Grocer. April 6 at 12 at Royal Hotel, West Hartlepool. Edger, Hartlepool.

Sharley, William George, Kirby-in-Ashfield, Nottingham, Publican. April 4 at 3 at offices of Belk, 7, Middle pavement, Nottingham.

Streets, William, jun, Claypole, Lincoln, Innkeeper. April 7 at 3 the Saracen's Head Hotel, Newark-on-Trent. Cockayne, Nottingham.

Tallon, William Henry, Widnes, Joiner. April 5 at 3 at offices of Ashton and Woods, 55, Horsemarket st, Warrington.

Thomas, John, Maesteg, Glamorgan, Butcher. Apr 5 at 12 at Castle Hotel, Bridgend. Randall, Bridgend.

Thomas, Peregrine, Narrow Weir, Bristol, Boorhouse, Key. Mar 30 at 12 at offices of Benson and Carpenter, Bank chambers, Corn st, Bristol.

Thompson, Edward Charles, Norwich, Ironmonger. Apr 7 at 12 the Guildhall Coffee house, Gresham st. Sadd and Linay, Norwich.

Thorman, John, Gateshead, Durham, Iron Merchant. April 4 at offices of Hodge and Westmacott, Union chmbrs, Grainger st, West, Newcastle upon Tyne.

Thornion, Frederick, sen, and Frederick Thornion, jun, Fockenhams, Worcester, Grocers. Apr 7 at 3 at the Unicorn Hotel, Redditch.

Toms, George Edwin, Leadenhall st, Tailor. March 20 at 3 at offices of Bryant, Philpot lane.

Trobridge, William, Birmingham, Brass Founder. April 4 at 11 at offices of Morgan, Waterloo st, Birmingham.

Varnam, Thomas, Barton-under-Needwood, Stafford, Farmer. April 2 at 11 at 101, Station st.

Walden, Frederick, Christchurch, Southampton, Builder. April 1 at 1 at Bath Hotel, Bournemouth. Sharp, Christchurch.

Walter, Felix, Leatherhead, Surrey, Builder. April 5 at 3 at Greyhound Hotel, High st, Croydon. Lettis Brothers, Bartlett's bridge, Holborn circus.

Ward, Robert Henry, Hanley, Stafford, Tobaccoist. March 21 at 11 at Queen's Hotel, Hanley. Stevenson, Hanley.

Wheelhouse, William, Leicester, General Printer. April 1 at 3 at offices of Wright, Belvoir st, Leicester.

Wilkinson, Edward, Watlington, Oxford, Grocer. April 6 at 12 at offices of Jones, Watlington.

Williams, Charles James, Oxford, Builder. April 12 at 3 at the Roebuck Hotel, Corn Market st, Oxford. Sedgfield and Pryor, Abingdon.

Wilson, George, Leeds, Glass Stainer. April 1 at 3 at offices of Dalton, Albion st, Leeds.

Wilson, Robert, Bradford, near Manchester, Clerk to the Local Board. April 4 at 3 at offices of Fox, Princess st, Manchester.

Winwood, Edwin, Worcester, Concert Hall Proprietor. April 2 at 12 at offices of Corbett and Co, Foregate st, Worcester.

Wild, Thomas, Birmingham, Manufacturer of Joinery. April 6 at 12 at offices of Tyndall and Co, Waterloo st, Birmingham.

Wolfson, Leah, Houndsditch, Wholesale Jeweller. April 12 at 2.30 at the Guildhall Coffeehouse, Gresham st. Emanuel and Co, Walbrook.

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